Fill in	this information to identify the case:			
Account with	r Name Free Speech Systems LLC			
Debto	rname Tree Operation Stems LLC			
United	States Bankruptcy Court for the: Southern District of Texas			
Case	number: 22-60043	Check i	100 000000	
		amende	eu min	g
Off	cial Form 425C			
OIII	Clair Offit 4230			
B/I -	with he Omeration Deposit for Small Business Huder Charter 44			
IAIO	nthly Operating Report for Small Business Under Chapter 11			12/17
Monti		2/16/202 M / DD / Y		
Line o		25411		
	cordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury have examined the following small business monthly operating report and the accompanying			
attac	nments and, to the best of my knowledge, these documents are true, correct, and complete.			
Respo	nsible party: J, Patrick Magill			
Origina	al signature of responsible party			
Printed	name of responsible party  J. Patrick Magill			
	4. Questienneire			
	1. Questionnaire			
Ar	nswer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.	V		NIA
	If you answer No to any of the questions in lines 1-9, attach an explanation and label it Exhibit A.	Yes	No	N/A
1.	Did the business operate during the entire reporting period?	<u> </u>		
2.	Do you plan to continue to operate the business next month?	$\checkmark$		
3.	Have you paid all of your bills on time?		V	
4.	Did you pay your employees on time?	$\checkmark$		
5.	Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?	$\checkmark$		
6.	Have you timely filed your tax returns and paid all of your taxes?		$\mathbf{\Lambda}$	
7.	Have you timely filed all other required government filings?			$\checkmark$
8.	Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?			$\square$
9.	Have you timely paid all of your insurance premiums?	$ \mathbf{\Delta} $		
_	If you answer Yes to any of the questions in lines 10-18, attach an explanation and label it Exhibit B.	-		
10.	Do you have any bank accounts open other than the DIP accounts?		Ą	
11.	Have you sold any assets other than inventory?		$\Delta$	
12.	Have you sold or transferred any assets or provided services to anyone related to the DIP in any way? *** NOTE 1 **		M	
13.	Did any insurance company cancel your policy?		V	
14.	Did you have any unusual or significant unanticipated expenses?		Ą	
15.	Have you borrowed money from anyone or has anyone made any payments on your behalf?		V	
16.	Has anyone made an investment in your business?		Ą	

Debtor Na	me Free Speech Systems LLC Case number 22-	60043			
17.	Have you paid any bills you owed before you filed bankruptcy?			¥	
18.	Have you allowed any checks to clear the bank that were issued before you filed bankruptcy?  *** NOTE 1 *** We provide consignment sales services to PQPR			<b>√</b>	
	2. Summary of Cash Activity for All Accounts				
19.	Total opening balance of all accounts		. 1	064 21	<b>5</b> 2 (
	This amount must equal what you reported as the cash on hand at the end of the month in month. If this is your first report, report the total cash on hand as of the date of the filing of		\$ <u> </u> 1	,964,2	<u> </u>
20.	Total cash receipts				
	Attach a listing of all cash received for the month and label it <i>Exhibit C</i> . Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit C</i> .				
	Report the total from <i>Exhibit C</i> here.	\$ <u>1,051,830</u> .(			
21.	Total cash disbursements				
	Attach a listing of all payments you made in the month and label it <i>Exhibit D</i> . List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit D</i> .	· <sub>\$</sub> 2,293,537.(			
	Report the total from <i>Exhibit D</i> here.	· \$ <u>2,290,001</u> .c			
22.	Net cash flow				
	Subtract line 21 from line 20 and report the result here. This amount may be different from what you may have calculated as <i>net profit</i> .		+ \$ <u>-</u>	1,241,7	<u>'0</u> 7.
23.	Cash on hand at the end of the month				
	Add line 22 + line 19. Report the result here.		_	00 = 4=	
	Report this figure as the cash on hand at the beginning of the month on your next operation	ng report.	<b>=</b> \$ <u>/</u>	22,545	<u>0</u> 0
	This amount may not match your bank account balance because you may have outstandi have not cleared the bank or deposits in transit.	ng checks that			
	3. Unpaid Bills				
	Attach a list of all debts (including taxes) which you have incurred since the date you filed have not paid. Label it <i>Exhibit E</i> . Include the date the debt was incurred, who is owed the purpose of the debt, and when the debt is due. Report the total from <i>Exhibit E</i> here.				
24.	Total payables		\$ <u>5</u>	57,506	5.00
	(Exhibit E)				

Debtor Name Free Speech Systems LLC

Case number 22-60043

## 4. Money Owed to You

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it *Exhibit F*. Identify who owes you money, how much is owed, and when payment is due. Report the total from *Exhibit F* here.

25. **Total receivables** \$ 178,995.00

(Exhibit F)

### 5. Employees

26. What was the number of employees when the case was filed?	54
27 What is the number of example cooperation date of this mountain, apparts	49

27. What is the number of employees as of the date of this monthly report?

### 6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case?	\$
29. How much have you paid in professional fees related to this bankruptcy case since the case was filed?	\$
30. How much have you paid this month in other professional fees?	\$ <u>150,000.00</u>
31. How much have you paid in total other professional fees since filing the case?	\$_150,000.00

## 7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	Column A Projected	_	Column B Actual	=	Column C  Difference
	Copy lines 35-37 from the previous month's report.		Copy lines 20-22 of this report.		Subtract Column B from Column A.
32. Cash receipts	\$ 1,051,830.C	-	\$ <u>1,051,830.C</u>	=	\$
33. Cash disbursements	\$ <u>2,293,537.C</u>	_	\$ 2,293,537.C	=	\$
34. Net cash flow	\$ <u>-1,241,707.</u>	-	\$ <u>-1,241,537.</u>	=	\$

35. Total projected cash receipts for the next month:

\$ 2,648,712.C

36. Total projected cash disbursements for the next month:

**1**,353,745.C

37. Total projected net cash flow for the next month:

**=** \$ 1,294,967.00

Debtor Name Free Speech Systems LLC

Case number 22-60043

# 8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- 38. Bank statements for each open account (redact all but the last 4 digits of account numbers).
- 39. Bank reconciliation reports for each account.
- 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- 41. Budget, projection, or forecast reports.
- ☐ 42. Project, job costing, or work-in-progress reports.

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	AXOS Deposits # 78877	AXOS Operating # 78919	AXOS Donations # 78885	AXOS Payroll #78927	AXOS Infowars # 78893	AXOS Legal # 78901	SEC BANK Operations #8514	SEC BANK Donations #8746	SEC BANK Payroll #8522	SEC BANK InfoWars #8621	SEC BANK Deposits #8563	TOTAL All Accounts
otember 1 to September 30	J											
Opening Balance	66,713.60	1,381,667.57	501,229.62	8,504.27	6,125.44	•			•	,	11.77	1,964,252.27
Cash Receipts	825,360.10	20,579.60 (£	k 107,393.20	98,497.49		•			•			1,051,830.39
Cash Disbursements		(2,012,290.50)	(279,987.56)	(1,259.20)	,	,			,			(2,293,537.26)
Net Cash Flow	825,360.10	(1,991,710.90)	(172,594.36)	97,238.29	•		•			•	•	(1,241,706.87)
Transfers In Transfers Out	(00:000'665)	706,000.00 (12,000.00)		- (95,000.00)								706,000.00 (00.000,007)
Cash on Hand	293,073.70	83,956.67	328,635.26	10,742.56	6,125.44						11.77	722,545.40



## FORM 425C Exhibit E Total Payables

For various reasons, Free Speech Systems LLC has not kept its books on the accrual basis of accounting and as a result there is not a traditional accounts payable list available at this time. Free Speech Systems has kept books on the cash basis and virtually all bills are paid via ACH. We are including the invoices / bills paid / checks cleared from the 1st to the 15th of the following month as a reasonable estimate of our payables at the date of the report.

### As of September 30, 2022

From	Amount	Due Date
Lathem Time Corp	134.32	10/4/2022
AuthNet Gateway	4,698.40	10/4/2022
Quickbooks Online	173.23	10/4/2022
Hasting Humans	169.95	10/5/2022
Spectrum	180.14	10/5/2022
ACH Batch Ops Exp	1,200.00	10/5/2022
ACH Batch Ops Exp	2,032.50	10/5/2022
Hastings Humans	5,245.80	10/5/2022
Atomial	25,200.00	10/5/2022
Cloudflare	63,320.40	10/5/2022
Haivision	107,532.76	10/5/2022
ATX HD	20,671.00	10/5/2022
Stream Realty	34,858.32	10/5/2022
Security Metrics	12,000.00	10/5/2022
ADP - Payroll	185,264.31	10/5/2022
Austion Security	4,162.21	10/6/2022
Contract Production	3,425.00	10/7/2022
Contract Production	2,450.00	10/7/2022
Quickbooks Online	213.20	10/11/2022
Champion AC	494.70	10/12/2022
Austin Security	8,248.66	10/12/2022
Edgecast Inc	5,860.00	10/12/2022
Getty Images	9,854.54	10/12/2022
TrustArc Inc	16,789.50	10/12/2022
Skyhorse Publishing	43,327.50	10/12/2022
	557,506.44	



# FORM 425C Exhibit F Total Receivables

Free Speech Systems LLC does not have traditional receivables from our customers. Virtually all our transactions happen via our on-line store and aggregated by our third party credit card processor. There is a lag between the transaction on the on-line store and the funding from our processor. Therefore, we don't have traditional customer receivables but have included our daily processor deposits from the 1st to the 5th of the following month as receivables

### As of September 30, 2022

From	Amount	Due Date
Processor A	94,220.05	10/3/2022
Processor A	50,583.51	10/4/2022
Processor A	34,191.56	10/5/2022
	178.995.12	



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Operations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Operations

Commercial Checking
Account Number
Previous Balance
87 Deposits/Credits
105 Checks/Debits
Maintenance Fee
Interest Paid
Ending Balance

1,381,667.57 726,579.60 2,024,272.50 18.00 83,956.67 Number of Enclosures
Statement Dates 9/01/22 thru 10/02/22
Days in the statement period 32
Avg Daily Ledger 444,820.74
Avg Daily Collected 444,294.02

SERVICE CHARGE ITEMIZATION		
Description	Amount	
Item Fee in Service Charge	18.00	

DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
9/01	From DDA *8877, To DDA *8919	60,000.00	
9/02	PAYMENT GOOGLE CCD 091000011398133 Free Speech Systems, L	.19	
9/07	From DDA *8877, To DDA *8919	180,000.00	
9/07	MyDeposit	24.95	
9/07 9/07 9/07	MyDeposit	30.00	
9/07	MyDeposit	35.00	



Page 2 78919

(Continued) Commercial Checking **DEPOSITS AND OTHER CREDITS** Description Date Amount 9/07 MyDeposit 36.99 70.00 9/07 MyDeposit 9/07 MyDeposit 74.97 80.90 9/07 MyDeposit 86.98 9/07 MyDeposit 9/07 MyDeposit 88.89 100.00 9/07 MyDeposit 9/07 MyDeposit 100.00 9/07 100.00 MyDeposit 100.00 9/07 MyDeposit 9/07 MyDeposit 100.00 9/07 108.80 MyDeposit 110.99 9/07 MyDeposit 115.92 9/07 MyDeposit 9/07 116.89 MyDeposit 120.00 120.82 9/07 MyDeposit 9/07 MyDeposit 124.94 9/07 MyDeposit 125.00 9/07 MyDeposit 9/07 MyDeposit 135.00 135.00 9/07 MyDeposit 137.98 9/07 MyDeposit MyDeposit 140.99 9/07 150.00 9/07 MyDeposit 150.00 9/07 MyDeposit 9/07 9/07 151.80 MyDeposit 183.55 MyDeposit 200.00 9/07 MyDeposit 200.00 9/07 MyDeposit 227.00 9/07 MyDeposit 250.00 9/07 MyDeposit 274.95 9/07 MyDeposit 295.00 9/07 MyDeposit 9/07 303.44 MyDeposit 321.36 9/07 MyDeposit 463.82 9/07 MyDeposit 9/07 500.00 MyDeposit 1,968.53 9/07 MyDeposit 3,000.00 9/08 REVERSAL FREESPEECHOP PPD 122287250000637





Commercial Checking (Continued)

Commerci	ial Checking	(Continued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	r Saveta Planska i vendenska preto
MAN DESCRIPTION OF THE PARTY OF	FREESPEECHOP		
9/12	ACH Credit Back Item	3,000.00	
9/12	From DDA *8877, TO DDA *8919	120,000.00	
9/13	From DDA *8877, TO DDA *8919	55,000.00	
9/14	ACH Credit Back Item	3,724.24	
9/14	Wire Transfer Credit	3,000.00	
9/14	ECD UNPOST SUSP	23,000.00	
	20220914B10GC05C006277		
	20220914B1QGC03C000277 20220914MMQFMP9N000109		
	09141120FT03		
0/15	ACH Credit Back Item	3,000.00	
9/15		90,000.00	
9/19	From DDA *8877, To DDA *8919	94,000.00	
9/19	From DDA *8877, To DDA *8919	95,000.00	
9/19	From DDA *8927, To DDA *8919	79.35	
9/20	MyDeposit	85.97	
9/20	MyDeposit	111.99	
9/20	MyDeposit	118.00	
9/20	MyDeposit	149.55	
9/20	MyDeposit	149.95	
9/20	MyDeposit	203.21	
9/20 9/20	MyDeposit	225.00	
9/20	MyDeposit MyDeposit	248.79	
9/20	MyDeposit	328.81	
9/20	MyDeposit	345.06	
9/20	MyDeposit	388.85	
9/20	MyDeposit	390.34	
9/20	MyDeposit	848.43	
9/20	MyDeposit	2,013.57	
9/27	MyDeposit	24.95	
9/27	MyDeposit	29.00	
9/27 9/27	MyDeposit	30.00	
9/27	MyDeposit	77.90	
9/27	MyDeposit	82.90	
9/27	MyDeposit	100.00	
9/27	MyDeposit	110.99	
9/27	MyDeposit	111.76	
9/27	MyDeposit	137.91	
9/27	MyDeposit	144.65	
9/27	MyDeposit	171.22	
9/27	MyDeposit	174.96	



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Commercial Checking (Continued)

Date	Description	Amount	
9/27	MyDeposit	178.27	AMARCA (MOSCILATIONALIA) - CIT SCIENCE
9/27	MyDeposit	193.84	
9/27 9/27	MyDeposit	286.70	
9/27	MyDeposit	339.78	
9/27	MyDeposit	400.00	
9/27	MyDeposit	413.01	

HECKS A	ND WITHDRAWALS		
Date	Description	Amount	
9/01	DBT CRD 1623 08/31/22 69850016 AMZN Mktp US*144NN5VE3 Amzn.com/bill WA C#2164	103.26-	
9/02	Debit Card Rush Order	50.00-	
9/02	PHONECHECK HASTINGSHUMANS TEL 091000011175151	169.95-	
9/02	Epik FREESPEECHOP CCD 122287250000344 FREESPEECHOP	636.05-	
9/02	PAYMENTS FROST INSURANCE CCD 104000019653615	2,704.02-	
9/02	FREE SPEECH SYSTEMS, L PHONECHECK HASTINGSHUMANS TEL 091000011175150	5,245.80-	
9/06	DBT CRD 0331 09/04/22 06775433 FDCSERVERSN 312-423-6675 FL C#2164	555.34-	
9/06	4155203439 TrustArc WEB 242071756045820 Free Speech Systems	1,221.46~	
9/06	PHONECHECK HASTINGSHUMANS TEL 091000011948441	2,018.58-	
9/06	SALE AUSTIN SECURITY WEB 021000028716398 WENDELL M SCHWARTZ	5,412.50-	
9/06	BILLING AUTHNET GATEWAY CCD 10400012912118 FREE SPEECH SYSTEMS, L	8,198.60-	
9/06	PHONECHECK HASTINGSHUMANS TEL 091000011948440	9,499.99-	



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Commercial Checking

Commerci	at checking	(Continued)	
CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
9/06	PHONECHECK HASTINGSHUMANS TEL 091000011948439	9,500.00-	
9/06	SALE ATOMIAL LLC WEB 021000028716319 LLC FREE SPEECH SYSTEM	25,200.00-	
9/06	Skyhorse3 FREESPEECHOP CCD 122287250000048 FREESPEECHOP	100,000.00-	
9/06	Bill Pay FREESPECHOP CCD 122287250000022 FREESPEECHOP	137,134.34-	
9/06	DBT CRD 1328 09/02/22 65045325 ZOOM.US 888-799-9666 WWW.ZOOM.US CA C#2164	159.48-	
9/06	Domestic Wire Transfer-DL Skyhorse Publishing, Inc. 021000021 716503237765 307 W 36th Street, 11th Floor New York, NY 10018 UNITED STAT JPMORGAN CHASE BAN 2nd payment on books 20220906mMQFMP9N000008 20220906MQGC01R017622 09060800FT03	80,000.00-	
9/06	Domestic wire Transfer-DL Skyhorse Publishing, Inc. 021000021 716503237765 307 W 36th Street, 11th Floor New York, NY 10018 UNITED STAT JPMORGAN CHASE BAN Retry rejected payment on book order 20220906MMQFMP9N000010 20220906B1QGC01R017638 09060800FT03	80,000.00-	
9/07	PAYMENT ADT PPD 101000691278790 FREE SPEECH SYSTEMS	9.44-	



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Commerci	al Checking	(Continued)	
	ND WITHDRAWALS		
Date	Description	Amount	
9/07	PAYMENT ADT PPD 101000691278796 FREE SPEECH SYSTEMS	20.45-	
9/07	PAYMENT ADT PPD 101000691278789 FREE SPEECH SYSTEMS	58.94-	
9/07	PAYMENT ADT PPD 101000691278788 FREE SPEECH \$YSTEMS	66.08-	
9/07	PAYMENT ADT PPD 101000691278794 FREE SPEECH SYSTEMS	69.18-	
9/07	PAYMENT ADT PPD 101000691278793 FREE SPEECH \$YSTEMS	102.06-	
9/07	PAYMENT ADT PPD 101000691278791 FREE SPEECH SYSTEMS	126.76-	
9/07	PAYMENT ADT PPD 101000691278787 FREE SPEECH SYSTEMS	270.63-	
9/07	PAYMENT ADT PPD 101000691278795 FREE SPEECH SYSTEMS	830.10-	
9/07	PAYMENT ADT PPD 101000691278792 FREE SPEECH SYSTEMS	1,411.18-	
9/07	WEBPAYMENT ADDSHOPPERSINC WEB 091000017804646 WENDELL M SCHWARTZ	2,989.00-	
9/07	Bill Pay FREESPEECHOP PPD 122287250000085 FREESPEECHOP	10,000.00-	
9/07	BAL FREESPEECHOP CCD 122287250001069 FREESPEECHOP	50,000.00-	
9/07	Domestic wire Transfer-DL Cloudflare, Inc. 031100209 31460181	124,162.64-	



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Commercial Checking

	ar cheeking		
	ND WITHDRAWALS		
Date	Description	Amount	
	101 Townsend St		
	San Francisco, CA 94107 UNITED		
	CITIBANK, N.A.		
	20220907MMQFMP9N000065		
	2022090 <b>7</b> B1Q8021R019558		
	09071146FT03	251 220 102	
9/07	Domestic Wire Transfer-DL	164,922.52-	
	Cloudflare, Inc.		
	031100209		
	31460181		
	101 Townsend St		
	San Francisco, CA 94107 UNITED		
	CITIBANK, N.A.		
	20220907MMQFMP9N000067 20220907B1Q8021R019564		
1	09071146FT03		
9/08	DBT CRD 1259 09/07/22 47587713	566.04-	
3700	EPIK	200101	
	425-3668810 WA C#2164		
9/08	DBT CRD 1300 09/07/22 48590300	699.60-	
37.10	EPIK		
	425-3668810 WA C#2164		
9/08	Surv X-3 FREESPEECHOP	147,823.61-	
	CCD 122287250000388		
	FREESPEECHOP		
9/08	Domestic Wire Transfer-DL	177,767.36-	
	ADP Total Source		
	021000021		
	304238112		
	10200 Sunset Drive		
	Miami		
	FL 33173 UNITED STATES		
	JP Morgan Chase 20220908MMQFMP9N000023		
	20220908MMQFMP3N000023 20220908B1QGC01R030299		
	09081010FT03		
9/09	Int Fee 1205 09/09/22 99277906	.31-	
3/1/3	1PASSWORD	• or an	
	#1 U22MAILE		
	TORONTO 00 C# 2164		



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Commercial Checking

Commercia	1 Checking	(Continued)		
HECKS AN	D WITHDRAWALS			
Date	Description	Amount		
9/09	SPECTRUM SPECTRUM PPD 021000021931034 FREE SPEECH SYSTEMS LL	180.14-		
9/09	MSInvoice DS WATERS OF AME WEB 042000015812643 Wendell M Schwartz 937914222078336	932.37-		
9/09	DBT CRD 1138 09/08/22 99277906 1PASSWORD TORONTO CD C#2164	31.42-		
9/1.2	DBT CRD 1454 09/09/22 16485483 TEXASGASSERVICE 800-700-2443 OK C#2164	85.82-	,	
9/12	DBT CRD 1448 09/08/22 12852223 AWIO WEB SERVICES, LLC 267-2803589 PA C#2164	209.00-		
9/12	QBooks Onl 18004INTUIT CCD 021000021623759 FREE SPEECH SYSTEMS LL	213.20-		
9/12	RECRD MGMT IRON MOUNTAIN CCD 021000025981777 WENDELL *M SCHWARTZ	276.40-		
9/12	ACH FREESPEECHOP PPD 122287250000306 FREESPEECHOP	1,094.00-		
9/12	ACH FREESPEECHOP PPD 122287250000611 FREESPEECHOP	3,000.00-		
9/1.2	SALE AUSTIN SECURITY WEB 021000020762817 WENDELL M SCHWARTZ	3,821.23-		
9/1.2	AUTO PAY Level 3 Communic CCD 091000012703405 FRESPESYS	8,437.40-		
9/12	AUTO PAY Level 3 Communic CCD 091000012703404 FRESPESYS	10,569.51-		
9/1.2	SALE ECOMMERCE CDN LL WEB 021000020798551 WENDELL M SCHWARTZ	27,270.00-		



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Commercial Checking

PROGRAMMENT CONTACTOR A SCHOOL SAME TO SEE	ND WITHDRAWALS		
Date	Description	Amount	
9/1.2	BAL Fulfil FREESPEECHOP CCD 122287250000317 FREESPEECHOP	100,000.00-	
9/1.2	DBT CRD 1204 09/09/22 14829924 GITHUB HTTPSGITHUB.C CA C#2164	24.00-	
9/1.2	DBT CRD 1101 09/10/22 76667489 MONGODBCLOUD ITS OR MONGODB.COM CA C#2164	3,409.78-	11 1 1 1 1 1 1 1 1 1 1 1
9/1.2	MONGODE COM CA C#2104 DBT CRD 1357 09/10/22 82703366 ADOBE STOCK 800-443-8158 CA C#2164	4,884.60-	
9/1.2	Domestic Wire Transfer-DL Valdemar Rodriguez 111000614 635027722 145 Quali Ridge Kyle Tx, 78640 UNITED STATES Chase Bank	3,000.00-	
	20220912MMQFMP9N000315 20220912B1QGC01R060880 09121438FT03		
9/13 9/13	ACH Chargeback PAYMENTS LATHEM TIME CORP CCD 062000017294816 FREE SPEECH SYSTEMS LL	3,000.00- 138.64-	
9/1.3	RECRD MGMT IRON MOUNTAIN CCD 021000020522724 WENDELL *M SCHWARTZ	321.93-	
9/1.3	ACH FREESPEECHOP CCD 122287250000081 FREESPEECHOP	115,283.80-	
9/13	Domestic Wire Transfer-DL Blue Ascension Logistics 121000248 8621401499 6231 E. Stassney Lane Bldng. 13, Ste. 200 Austin, TX 78744 UNITED STATES Wells Fargo	50,000.00-	



Commerci	al Checking	(Continued)	
CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
	20220913MMQFMP9N000244		
	20220913I1B7032R014595		
na sponor	09131416FT03	Services	
9/1.4	DBT CRD 0330 09/13/22 06548441	571.19-	
	FDCSERVERSN		
9/1.5	312-423-6675 FL C#2164 DBT CRD 1020 09/14/22 52328193	149.60-	
9/1.3	BACKBLAZE	149.00-	
1	HTTPSWWW.BACK CA C#2164		
9/15	DBT CRD 0902 09/14/22 05335713	266.50-	1
- /	NRI*NEW RELIC		1
	888-643-8776 CA C#2164		
9/1.6	DBT CRD 1223 09/15/22 26062173	285.83-	1
	Name.com, Inc		1
0./10	720-2492374 CO C#2164	179.70-	1
9/19	DBT CRD 1508 09/16/22 25211222 ORKIN LLC 002	1/9./0-	
	877-620-8282 GA C#2164		
9/1.9	DBT CRD 1427 09/16/22 00780236	398.00-	1
37 4.3	USPS PO BOXES ONLINE		1
	800-344-7779 DC C#2164	Different Annie	
9/19	DBT CRD 2155 09/18/22 05150907	573.71-	1
	BESTBUYCOM806678757840		
0 /10	888BESTBUY MN C#2164	110.00-	1
9/1.9	GOVERNMENT COA/ALARM ADMIN WEB 021000027666118	110.00-	1
	WENDELL M *SCHWARTZ		1
1	5633463		
9/1.9	Bill Pay FREESPEECHOP	1,193.54-	
	CCD 122287250000076		
Ser William	FREESPEECHOP		
9/19	ACH FREESPEECHOP	1,442.50-	1
	PPD 122287250000134		
0/10	FREESPEECHOP Payment ATT	2,593.64-	
9/1.9	Payment ATT WEB 031100202271927	2,333.04	
	wendell M Schwartz		
	154973003GLB2F		
9/1.9	TELECOMM GRANDE COMMUNICA	2,619.50-	
	WEB 021000026582495		



Page 11 78919

Commercial Checking

Commerci	al checking	(Continued)		
CHECKS A	ND WITHDRAWALS			
Date	Description	Amount		
	WENDELL M *SCHWARTZ 5885783			
9/19	SALE AUSTIN SECURITY WEB 021000024611072 WENDELL M SCHWARTZ	3,972.78-		
9/19	SALE JCE SEO, LLC WEB 021000024625137 WNDELL M SCHWARTZ	5,000.00-		
9/19	ACH FREESPEECHOP CCD 122287250000088 FREESPEECHOP	27,852.19-		
9/19	Bill Pay FREESPEECHOP PPD 122287250000126 FREESPEECHOP	40,000.00-		
9/19	Bill Pay FREESPEECHOP PPD 122287250000246 FREESPEECHOP	43,000.00-		
9/19	Bill Pay FREESPEECHOP CCD 122287250000101 FREESPEECHOP	56,355.50-		
9/20	DBT CRD 1408 09/20/22 89257704 AMZN Mktp US*1M20V4MH2 Amzn.com/bill WA C#2164	84.65-		
9/20	DBT CRD 1412 09/19/22 91447781 AMZN Mktp US*1M9EK4DV0 Amzn.com/bill WA C#2164	140.71-		
9/20	DBT CRD 0331 09/19/22 06678185 FDCSERVERSN 312-423-6675 FL C#2164	545.34-		
9/20	DBT CRD 0153 09/19/22 47955707 Microsoft*Advertising 800-6427676 NV C#2164	2,500.32-		
9/20	4155203439 TrustArc WEB 242071759674631 Wendell M Schwartz	1,121.46-		
9/20	PAYMENT City of Austin T WEB 021000029130607 FREE SPEECH SYSTEMS LL 4722133167	4,127.65-		
9/20	DBT CRD 1053 09/19/22 71890054	20.00-		



Page 12 978919

Commerci	ial Checking	(Con	tinued)		
	ND WITHDRAWALS				
Date	Description		Amount		
9/20	HTTPSVERCEL.C CA C#2164 DBT CRD 1455 09/19/22 17119533 INTUIT *QBooks Online		173.23-		
9/21	CL.INTUIT.COM CA C#2164 POS DEB 0828 09/21/22 00950864 CUMBERLAND		52.90-		
9/21	CUMBERLAND FARMS MIDDLEBURY CT C#0837 DBT CRD 0108 09/20/22 20817569		249.62-		
	Amazon.com*1M5DD8H52 Amzn.com/bill WA C#2164				
9/21	ACH FREESPEECHOP CCD 122287250000237 FREESPEECHOP	50,	000.00-		
9/21	Domestic Wire Transfer-DL ADP Total Source 021000021	178,	945.90-		
	304238112 10200 Sunset Drive				
	Miami FL 33173 UNITED STATES JP Morgan Chase				
	20220921mMQFMP9N000052 20220921B1QGC01R038110 09211151FT03				
9/22	DBT CRD 0147 09/21/22 44362094 Amazon.com*1U9QZ3CA0 Amzn.com/bill WA C#2164		344.69-		
9/22 9/23	From DDA *8919,To DDA *7846 DBT CRD 1702 09/22/22 90698155 SHELL SERVICE STATION	2,	,733.33- 54.00-		
9/23	DBT CRD 0754 09/22/22 64759968 Amazon.com*1U8PN4AR1		299.75-		
9/23	Amzn.com/bill WA C#2164 DBT CRD 1403 09/22/22 86063851 PRITUNL PREMIUM		10.00-		
9/23	HTTPSPRITUNL, WA C#2164 DBT CRD 1834 09/21/22 48953614 VERCEL PRO		20.00-		



(Continued)

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Commercial Checking

IECKS A	ND WITHDRAWALS		HECKS AND WITHDRAWALS				
Date	Description	Amount					
9/23	HTTPSVERCEL.C CA C#2164 DBT CRD 1100 09/22/22 76285535 Name.com, Inc	31.98-					
9/26	720-2492374 CO C#2164 DBT CRD 1101 09/23/22 76794503 SAN REMO RESTAURANT	111.64-					
9/26	203-2634442 CT C#0837 DBT CRD 1617 09/22/22 66254213 SAN REMO RESTAURANT	156.98-					
9/26	203-2634442 CT C#0837 DBT CRD 1629 09/23/22 73691541 FREEBIRD KITCHEN AND B	460.43-					
9/30	914-6072476 NY C#0837 Service Charge	18.00-SC					

CHECKS IN SERIAL NUMBER	ORDER		
Date Check No	Amount Date Che	eck No Amount	
9/22 10010 9/09 99913403*	3,000.00 9/13 9 18,773.60	99996727* 87,861.63	
* Indicates Skip In Check Number	er Sequence		

DAILY BALA	NCE INFORMATION			
Date	Balance Date	Balance Date	Balance	
9/01 9/02 9/06 9/07 9/08 9/09 9/12	1,441,564.31 9/13 1,432,758.68 9/14 973,858.39 9/15 806,979.87 9/16 483,123.26 9/19 463,205.42 9/20 419,910.48 9/21	218,304,48 9/22 224,457,53 9/23 227,041,43 9/26 226,755,60 9/27 320,464,54 9/30 317,438.05 88,189,63	82,111.61 81,695.88 80,966.83 83,974.67 83,956.67	

\*\*\* END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Deposit 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Deposit

Commercial Checking Account Number Previous Balance 17 Deposits/Credits 6 Checks/Debits Maintenance Fee Interest Paid Ending Balance 66,713.60 825,360.10 599,000.00 .00 .00 293,073.70

Number of Enclosures 0 Statement Dates 9/01/22 thru 10/02/22 Days in the statement period 32 Avg Daily Ledger 94,311.14 Avg Daily Collected 94,311.14

ate	Description	Amount	
9/01	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220901K1QJIN3C000956	46,259.48	
9/06	20220901MMQFMP9N000308 09011504FT03 Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738	19,412.13	



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Commercial Checking

All House Leading

Commerci	al Checking	(Continued	1)
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
	CRAWFORD- SECURITY BANK OF CL 20220906k1QJ1N3C001230 20220906MMQFMP9N000338 09061703FT03		
9/06	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE # AUSTIN TX 78738	111,285.93	3
	CRAWFORD- SECURITY BANK OF C 20220906k1QJ1N3C001235 20220906MMQFMP9N000339 09061703FT03	A	
9/07	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE # AUSTIN TX 78738		7
9/09	CRAWFORD- SECURITY BANK OF C 20220907k1QJ1N3C001189 20220907MMQFMP9N000350 09071659FT03 Wire Transfer Credit	84,342.98	Q.
9709	AURIAM SERVICES LLC  14425 FALCON HEAD BLVD STE # AUSTIN TX 78738  CRAWFORD- SECURITY BANK OF C	5	
	20220909K1QJ1N3C001109 20220909MMQFMP9N000287 09091536FT03		
9/1.3	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE # AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF C 20220913K1QJ1N3C000150 20220913MMQFMP9N000084 09131043FT03		0
9/19	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE # AUSTIN TX 78738	92,024.0	2





Commercial Checking



Commerci	al Checking	(Continued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
	CRAWFORD- SECURITY BANK OF CRA 20220919K1QJ1N3C000315 20220919MMQFMP9N000125 09191201FT03		
9/1.9	wire Transfer Credit AURIAM SERVICES LLC	93,265.35	
	14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738		
	CRAWFORD- SECURITY BANK OF CRA 20220919K1QJ1N3C000903 20220919MMQFMP9N000273 09191553FT03		
9/20	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738	35,329.29	
	CRAWFORD- SECURITY BANK OF CRA 20220920K1QJ1N3C000609 20220920MMQFMP9N000196 09201337FT03	14 251 01	
9/21	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738	14,351.91	
	CRAWFORD- SECURITY BANK OF CRA 20220921K1QJ1N3C000909 20220921MMQFMP9N000232 09211532FT03		
9/22	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220922K1QJ1N3C000587 20220922MMQFMP9N000179 09221357FT03	16,804.53	
9/23	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738	19,356.47	2 A 1 A 10



Commercial	checking	(Contir

Commerci	al Checking	10,117 (3,57.5)	(Continued)		
	AND OTHER CREDITS				
Date	Description		Amount		
	CRAWFORD- SECURITY BANK OF CRA 20220923K1QJ1N3C000776 20220923MMQFMP9N000200 09231421FT03				
9/26	Wire Transfer Credit		68,865.33		
	AURIAM SERVICES LLC				
	14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738				
	CRAWFORD- SECURITY BANK OF CRA				A
	20220926K1QJ1N3C000792				
	20220926MMQFMP9N000216				
	09261459FT03				
9/28	Wire Transfer Credit		21,443.44		
Limbour es	AURIAM SERVICES LLC				
	14425 FALCON HEAD BLVD STE #15				
	AUSTIN TX 78738				
	CRAWFORD- SECURITY BANK OF CRA 20220928K10J1N3C001047				
	20220928KIQ51N3C001047 20220928MMQFMP9N000327				
	09281555FT03				
9/28	Wire Transfer Credit		24,852.60		
	AURIAM SERVICES LLC				
1	14425 FALCON HEAD BLVD STE #15				
	AUSTIN TX 78738				
	CRAWFORD- SECURITY BANK OF CRA				-
	20220928K1QJ1N3C000252 20220928MMQFMP9N000104				1
1	09281113FT03				
9/29	Wire Transfer Credit		49,627.00		l
\$14.48.00.46.6666	AURIAM SERVICES LLC				
1	14425 FALCON HEAD BLVD STE #15				
1	AUSTIN TX 78738				
	CRAWFORD- SECURITY BANK OF CRA				
	20220929K1QJ1.N3C000905 20220929MMQFMP9N000268				
1	09291508FT03				
9/30	Wire Transfer Credit		38,206.77		
-,	AURIAM SERVICES LLC		necessity for the transfer of the second of		
	14425 FALCON HEAD BLVD STE #15				
	AUSTIN TX 78738			***************************************	





Commercial Checking



<b>EPOSITS</b>	AND OTHER CREDITS	
Date	Description	Amount
	CRAWFORD- SECURITY BANK OF CRA 20220930K1QJ1N3C000883 20220930MMQFMP9N000271 09301336FT03	

BUT AND THE PROPERTY OF THE PARTY OF THE PAR	ND WITHDRAWALS		
Date	Description	Amount	
9/01	From DDA *8877, To DDA *8919	60,000.00-	
9/07	From DDA *8877, To DDA *8919	180,000.00-	
9/12	From DDA *8877, To DDA *8919	120,000.00-	
9/13	From DDA *8877, To DDA *8919	55,000.00-	
9/19	From DDA *8877, TO DDA *8919	90,000.00-	
9/19	From DDA *8877, To DDA *8919	94,000.00-	

DAILY BALAN	CE INFORMATION				
Date	Balance	Date	Balance Date	Balance	
9/01 9/06 9/07 9/09 9/12	52,973.08 183,671.14 39,745.51 124,088.49 4,088.49	9/13 9/19 9/20 9/21 9/22	2,946.99 9/23 4,236.36 9/26 39,565.65 9/28 53,917.56 9/29 70,722.09 9/30	90,078.56 158,943.89 205,239.93 254,866.93 293,073.70	

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Donations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Donations

Commercial Checking
Account Number
Previous Balance
64 Deposits/Credits
501,229.62
107,393.20
5 Checks/Debits
7 Checks/Debits
107,393.20
Maintenance Fee
Interest Paid
Ending Balance
108

Number of Enclosures
9/01/22 thru 10/02/22
Days in the statement period
32
Avg Daily Ledger
378,318.50
Avg Daily Collected
378,086.21
328,635.26

DEPOSITS	AND OTHER CREDITS	AND A STATE OF THE PARTY OF THE PARTY.	
Date	Description	Amount	
9/07	Wire Transfer Credit FEDERAL RESERVE BANK 151 CORLEY MILL ROAD LEXINGTON, SC 29073- REV YOUR PD REF DWR00774691 20220907MMQFMPYQ000047 20220907MMQFMP9N000024 09070621FT03	99,960.00	
9/07	MyDeposit	5.00	
9/07 9/07	MyDeposit	8.00	
9/07	MyDeposit	10.00	
9/07	MyDeposit	10.00	
9/07	MyDeposit	11.11	
9/07	MyDeposit	12,11	



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Commerci	ial Checking	(Continued)	
DEPOSITS	AND OTHER CRE	ITS	
Date	Description	Amount	
9/07	MyDeposit	25.00	
9/07	MyDeposit	25.00	1
9/07	MyDeposit	25.00	1
9/07	MyDeposit	25.00	
9/07	MyDeposit	30.00	
9/07	MyDeposit	40.00	- 1
9/07	MyDeposit	50.00	- 1
9/07	MyDeposit	50.00	1
9/07	MyDeposit	60.00	
9/07	MyDeposit	100.00	1
9/07	MyDeposit	100.00	- 1
9/07	MyDeposit	100.00	- 1
9/07	MyDeposit	100.00	1
9/07	MyDeposit	100.00	
9/07	MyDeposit	125.00	
9/07	MyDeposit	200.00	1
9/07	MyDeposit	200.00	
9/07	MyDeposit	200.00	
9/07	MyDeposit	444.00	- 1
9/20	MyDeposit	10.00	
9/20	MyDeposit	10.00	1
9/20	MyDeposit	17.00	
9/20	MyDeposit	20.00	
9/20	MyDeposit	25.00	
9/20	MyDeposit	35.00	
9/20	MyDeposit	50.00	
9/20	MyDeposit	50.00	
9/20	MyDeposit	50.00	1
9/20	MyDeposit	60.00	
9/20	MyDeposit	100.00	
9/20	MyDeposit	200.00	1
9/20	MyDeposit	250.00	1
9/20	MyDeposit	400.00	- 1
9/27	MyDeposit	5.00	
9/27	MyDeposit	10.00	





Commerc	ial Checking	(Continued)	
<b>DEPOSITS</b>	AND OTHER CREDITS		
Date	Description	Amount	
9/27	MyDeposit	10.00	- Alle Verreit au le constitue de la constitue
9/27	MyDeposit	18.00	
9/27	MyDeposit	20.00	
9/27	MyDeposit	50.00	
9/27	MyDeposit	50.00	
9/27	MyDeposit	53.98	
9/27	MyDeposit	60.00	
9/27	MyDeposit	100.00	
9/27	MyDeposit	100.00	
9/27	MyDeposit	100.00	
9/27	MyDeposit	125.00	
9/27	MyDeposit	150.00	
9/27	MyDeposit	150.00	
9/27	MyDeposit	500.00	
9/27	MyDeposit	1,000.00	
9/27	MyDeposit	1,000.00	

DESIGNATION OF THE PARTY OF THE	ND WITHDRAWALS		
Date	Description	Amount	On the Market State of the
9/06	Domestic Wire Transfer-DL Pattis & Smith, LLC 011103093 4392610957 383 Orange Street, First Floor New Haven, CT 06511 UNITED STA TD Bank 20220906MMQFMP9N000436	100,000.00-	
9/08	20220906MMQFMPYQ010416 09061611FT03 Domestic Wire Transfer-DL Norman A Pattix 011103093 4392610957 383 Orange Street, First Floor New Haven, CT 06511 UNITED STA TD Bank 20220908MMQFMP9N000016	100,000.00-	



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Commercial Checking

	ar enecuring		
CHECKS A	ND WITHDRAWALS  Description	Amount	
	20220908MMQFMPYQ002661 09080942FT03		
9/13	Domestic Wire Transfer-DL Reynal Law Firm 113025723 1002335768 917 Franklin St., 6th Floor Houston, Tx UNITED STATES Allegiance Bank 20220913MMQFMP9N000270 20220913MMQFMPPM000215 09131435FT03	50,000.00-	
9/14	PAZ FREESPEECHDON PPD 122287250000300 FREESPEECHDON	7,500.00-	
9/20	Domestic Wire Transfer-DL Solomon Bruce Consulting 111915327 13185169 3310 w 6th Ft. worth, TX 76107 UNITED STA Guaranty Bank and 20220920MMQFMP9N000345 20220920GMQFMP01021819 09201450FT03	22,487.56-	

DAILY BALAN	ICE INFORMATION			
Date	Balance Date	Balance Date	Balance	
9/01 9/06 9/07	501,229.62 9/08 401,229.62 9/13 503,543.84 9/14	403,543.84 9/20 353,543.84 9/27 346,043.84	325,133.28 328,635.26	iliya Markii alimii fami

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Payroll 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Payroll

Commercial Checking Account Number Previous Balance 3 Deposits/Credits 2 Checks/Debits Maintenance Fee Interest Paid Ending Balance	8,504.27 98,497.49 96,259.20 .00 .00 10,742.56	Number of Enclosures Statement Dates 9/01/22 thr Days in the statement period Avg Daily Ledger Avg Daily Collected	ru 10/02/22 32 15,623.94 15,623.94
---	---	--	---

	AND OTHER CREDITS		
Date	Description	Amount	
9/1.6	Wire Transfer Credit ELEVATED SOLUTIONS GROUP LLC 3402 CLAWSON RD AUSTIN TX 78704 CRAWFORD- SECURITY BANK OF CRA 20220916K1QJ1N3C001252 20220916MMQFMP9N000336 09161626FT03	86,870.26	
0/16		4,001.00	
9/16	ACH ADP TOTALSOURCE CCD 021000028957812 EV4-302990251-Free Spe	7,002.00	
9/27	ACH ADP TOTALSOURCE CCD 021000026194680	7,626.23	



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Commercial Checking

E TUDITARY TO E

DEPOSITS	AND OTHER CREDITS	
Date	Description	Amount
	EV4-381100264-Free Spe	

CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
9/07	PAYMENTS FROST INSURANCE CCD 104000016313736 AXOS	1,259.20-	
9/19	From DDA *8927,To DDA *8919	95,000.00-	

DAILY BALANC	E INFORMATION		AND CONTRACTOR OF THE PARTY OF	
Date	Balance Date	Balance Date	Balance	
9/01 9/07	8,504.27 9/16 7,245.07 9/19	98,116.33 9/27 3,116.33	10,742.56	

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion Case 22-60043, Infowars 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion Case 22-60043, Infowars

Commercial Checking
Account Number
Previous Balance
Deposits/Credits
Checks/Debits
Maintenance Fee
Interest Paid
Ending Balance

Account Number
On Statement Dates 9/01/22 thru 10/02/22
Days in the statement period
32
Avg Daily Ledger
Avg Daily Collected
On Statement Dates 9/01/22 thru 10/02/22
Days in the statement period
32
Avg Daily Collected
6,125.44

DAILY BALANCE	INFORMATION
Date	Balance
9/01	6.125.44

\*\*\* END OF STATEMENT \*\*\*

Debtor Name Free Speech Systems LLC United States Bankruptcy Court for the: Southern District of Texas  Case number: 22-60043  Official Form 425C  Monthly Operating Report for Small Business Under Chapter 11  Month: August 2022 Date report filed: 12/16/2022 MM / DD / YYYY  Line of business: Dietary Supplement Sales NAISC code: 325411  In accordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury that I have examined the following small business monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct, and complete.  Responsible party: Original signature of responsible party Printed name of responsible party  1. Questionnaire  Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.  Yes No N/A  If you answer No to any of the questions in lines 1-9, attach an explanation and label it Exhibit A.
Official Form 425C  Monthly Operating Report for Small Business Under Chapter 11  Month:  August 2022  Date report filed: MAISC code:  Dietary Supplement Sales  NAISC code:  Dietary Supplement Sales  NAISC code:  12/16/2022  MM / DD / YYYY  August 1 have examined the following small business monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct, and complete.  Responsible party: Original signature of responsible party Printed name of responsible party  1. Questionnaire  Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.  Yes No N/A
Official Form 425C  Monthly Operating Report for Small Business Under Chapter 11  Month:  August 2022  Date report filed: MAISC code:  Dietary Supplement Sales  NAISC code:  Dietary Supplement Sales  NAISC code:  12/16/2022  MM / DD / YYYY  August 1 have examined the following small business monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct, and complete.  Responsible party: Original signature of responsible party Printed name of responsible party  1. Questionnaire  Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.  Yes No N/A
Official Form 425C  Monthly Operating Report for Small Business Under Chapter 11  Month: August 2022 Date report filed: 12/16/2022 MM / DD / YYYY Line of business: Dietary Supplement Sales NAISC code: 325411  In accordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury that I have examined the following small business monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct, and complete.  Responsible party: J. Patrick Magill  1. Questionnaire  1. Questionnaire  Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.
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Original signature of responsible party  Printed name of responsible party  1. Questionnaire  Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.  Yes No N/A
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Yes No N/A
2007年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,1907年,19
1. Did the business operate during the entire reporting period?
2. Do you plan to continue to operate the business next month?
3. Have you paid all of your bills on time?
4. Did you pay your employees on time?
5. Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?
6. Have you timely filed your tax returns and paid all of your taxes?
7. Have you timely filed all other required government filings?
8. Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?
9. Have you timely paid all of your insurance premiums?
If you answer Yes to any of the questions in lines 10-18, attach an explanation and label it Exhibit B.
10. Do you have any bank accounts open other than the DIP accounts?
11. Have you sold any assets other than inventory?
12. Have you sold or transferred any assets or provided services to anyone related to the DIP in any way? *** NOTE 1 ***
13. Did any insurance company cancel your policy?
14. Did you have any unusual or significant unanticipated expenses?
14. Did you have any unusual or significant unanticipated expenses?  15. Have you borrowed money from anyone or has anyone made any payments on your behalf?

Debtor Na	ame Free Speech Systems LLC Case number	22-60043			
17.	Have you paid any bills you owed before you filed bankruptcy?			¥	
18.	Have you allowed any checks to clear the bank that were issued before you filed bankrupto  *** NOTE 1 *** We provide consignment sales services to PQPR	cy?		∡í	
	2. Summary of Cash Activity for All Accounts				
19.	Total opening balance of all accounts				<b>50</b> /
	This amount must equal what you reported as the cash on hand at the end of the momenth. If this is your first report, report the total cash on hand as of the date of the filling		\$ <u>1</u>	1,964,2	52#
20.	Total cash receipts				
	Attach a listing of all cash received for the month and label it <i>Exhibit C</i> . Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit C</i> .				
	Report the total from <i>Exhibit C</i> here.	\$ <u>1,051,830</u>			
21.	Total cash disbursements				
	Attach a listing of all payments you made in the month and label it <i>Exhibit D</i> . List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit D</i> .	2 202 527 (			
	Report the total from <i>Exhibit D</i> here.	<b>-</b> \$ 2,293,537 <b>€</b>			
22.	Net cash flow				
	Subtract line 21 from line 20 and report the result here. This amount may be different from what you may have calculated as <i>net profit</i> .		+ \$ <u>-</u>	1,241,7	707
23.	Cash on hand at the end of the month				
	Add line 22 + line 19. Report the result here.		_	700 5 4 5	
	Report this figure as the cash on hand at the beginning of the month on your next open	erating report.	<b>=</b> \$ <u>/</u>	722,545	5.00
	This amount may not match your bank account balance because you may have outst have not cleared the bank or deposits in transit.	anding checks that			
	3. Unpaid Bills				
	Attach a list of all debts (including taxes) which you have incurred since the date you have not paid. Label it <i>Exhibit E</i> . Include the date the debt was incurred, who is owed purpose of the debt, and when the debt is due. Report the total from <i>Exhibit E</i> here.				
24.	Total payables		\$ 5	557,506	5.00
	(Exhibit E)				

Debtor Name Free Speech Systems LLC

Case number 22-60043

## 4. Money Owed to You

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it *Exhibit F*. Identify who owes you money, how much is owed, and when payment is due. Report the total from *Exhibit F* here.

25. **Total receivables** \$ 178,995.00

(Exhibit F)

### 5. Employees

26. What was the number of employees when the case was filed?	54
27 What is the number of employees as of the date of this monthly remove?	49

27. What is the number of employees as of the date of this monthly report?

#### 6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case?	\$	0.00
29. How much have you paid in professional fees related to this bankruptcy case since the case was filed?	\$	0.00
30. How much have you paid this month in other professional fees?	\$_150	0,000.00
31. How much have you paid in total other professional fees since filing the case?	\$_150	0,000.00

# 7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	Column A  Projected		Column B  Actual	_	Column C  Difference
	Copy lines 35-37 from the previous month's report.	_	Copy lines 20-22 of this report.	-	Subtract Column B from Column A.
32. Cash receipts	\$ 1,051,830	-	\$ 1,051,830	=	\$0.00
33. Cash disbursements	\$ 2,293,537 <b>£</b> \$ -1,241,70 <b>£</b>	- -	\$ 2,293,537 <b>£</b> \$ -1,241,53 <b>£</b>	_   <b>=</b>	\$0.00 \$0.00

35. Total projected cash receipts for the next month:

\$ 2,648,712

36. Total projected cash disbursements for the next month:

**-** \$ 1,353,745

37. Total projected net cash flow for the next month:

**=** \$ 1,294,967.

Debtor Name	Free Speech S	ystems LLC
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Case number 22-60043

# 8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- **☑** 39. Bank reconciliation reports for each account.
- 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- 41. Budget, projection, or forecast reports.
- ☐ 42. Project, job costing, or work-in-progress reports.

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	AXOS Deposits # 78877	AXOS Operating # 78919	AXOS Donations # 78885	AXOS Payroll #78927	AXOS Infowars # 78893	AXOS Legal # 78901	SEC BANK Operations #8514	SEC BANK Donations #8746	SEC BANK Payroll #8522	SEC BANK InfoWars #8621	SEC BANK Deposits #8563	TOTAL All Accounts
gust 1 to August 31	J											
Opening Balance							1,168,379.86		1,000.00	•	118,999.04	1,288,378.90
Cash Receipts	1,930,248.15	93,752.46 (a	1,450.00	7,519.27	6,125.44			620.00			409,573.18	2,449,288.50
Cash Disbursements	(15.00)	(1,257,182.04)	(100,015.00)	(15.00)			(416,108.09)				(80.00)	(1,773,415.13)
Net Cash Flow	1,930,233.15	(1,163,429.58)	(98,565.00)	7,504.27	6,125.44		(416,108.09)	620.00		•	409,493.18	675,873.37
Transfers In Transfers Out	528,480.45 (2,392,000.00)	3,144,271.77 (599,174.62)	599,794.62	1,000.00			. (752,271.77)	(620.00)	(1,000.00)		(528,480.45)	4,273,546.84 (4,273,546.84)
Cash on Hand	66,713.60	1,381,667.57	501,229.62	8,504.27	6,125.44						11.77	1,964,252.27



#### FORM 425C Exhibit E Total Payables

For various reasons, Free Speech Systems LLC has not kept its books on the accrual basis of accounting and as a result there is not a traditional accounts payable list available at this time. Free Speech Systems has kept books on the cash basis and virtually all bills are paid via ACH. We are including the invoices / bills paid / checks cleared from the 1st to the 15th of the following month as a reasonable estimate of our payables at the date of the report.

As of August 31, 2022

From	Amount	Due Date	From	Amount	Due Date
Amazon - Supplies	103.26	9/1/2022	Blue Ascencion	50,000.00	9/7/2022
Bank Charge AXOS	50.00	9/2/2022	Cloudflare	124,162.64	9/7/2022
Hastings Humans	169.95	9/2/2022	Cloudflare	164,922.52	9/7/2022
Epik	636.05	9/2/2022	Epik	566.04	9/8/2022
Frost Insurance	2,704.02	9/2/2022	Epik	699.60	9/8/2022
Hastings Humans	5,245.80	9/2/2022	X-3 Product	147,823.61	9/8/2022
FDC Serversn	555.34	9/6/2022	ADP - Payroll	177,767.36	9/8/2022
TrustArc	1,221.46	9/6/2022	1 Password	0.31	9/9/2022
Hastings Humans	2,018.58	9/6/2022	Spectrum	180.14	9/9/2022
Austin Security	5,412.50	9/6/2022	DS Waters of America	932.37	9/9/2022
Authnet Gateway	8,198.60	9/6/2022	1 Password	31.42	9/9/2022
Hastings Humans	9,499.99	9/6/2022	Texas Gas Svc	85.82	9/12/2022
Hastings Humans	9,500.00	9/6/2022	AWIO Web Services	209.00	9/12/2022
Atomial LLC	25,200.00	9/6/2022	QuickBooks	213.20	9/12/2022
Skyhorse Publishing	100,000.00	9/6/2022	Iron Mountain	276.40	9/12/2022
CloudFlare	63,320.40	9/6/2022	ACH - Var Operations	1,094.00	9/12/2022
CloudFlare	511.68	9/6/2022	Austin Security	3,821.23	9/12/2022
ATX HD	20,671.00	9/6/2022	Level 3 Communications	8,437.40	9/12/2022
Stream Realty	52,631.26	9/6/2022	Level 3 Communications	10,569.51	9/12/2022
Zoom	159.48	9/6/2022	E Commerce CDN	27,270.00	9/12/2022
Skyhorse Publishing	80,000.00	9/6/2022	Blue Ascension	100,000.00	9/12/2022
Skyhorse Publishing	80,000.00	9/6/2022	GITHub	24.00	9/12/2022
ADT Security	9.44	9/6/2022	MongoDB	3,409.78	9/12/2022
ADT Security	20.45	9/7/2022	Adobe Stock	4,884.60	9/12/2022
ADT Security	58.94	9/7/2022	Lathem Time Corp	138.64	9/13/2022
ADT Security	69.18	9/7/2022	Iron Mountain	321.93	9/13/2022
ADT Security	102.06	9/7/2022	Haivision	111,202.72	9/13/2022
ADT Security	126.76	9/7/2022	Equifax	3,724.24	9/13/2022
ADT Security	270.63	9/7/2022	Sintec Media	54.34	9/13/2022
ADT Security	830.10	9/7/2022	Vultr	302.50	9/13/2022
ADT Security	1,411.18	9/7/2022	Blue Ascenscion	50,000.00	9/13/2022
Add Shoppers Inc	2,989.00	9/7/2022	FDC Serversn	571.19	9/14/2022
Contract Janitorial	3,000.00	9/7/2022	Backblaze	149.60	9/15/2022
	-,				
Contract Production	7,000.00	9/7/2022	New Relic	266.50	9/15/2022



# FORM 425C Exhibit F Total Receivables

Free Speech Systems LLC does not have traditional receivables from our customers. Virtually all our transactions happen via our on-line store and aggregated by our third party credit card processor. There is a lag between the transaction on the on-line store and the funding from our processor. Therefore, we don't have traditional customer receivables but have included our daily processor deposits from the 1st to the 5th of the following month as receivables

As of August 31, 2022

From	Amount	Due Date
Processor A	46,259.48	9/1/2022



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Operations 3019 ALVIN DEVANE BLVD, SUITE 300 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Operations

Commercial Checking Account Number Previous Balance 65 Deposits/Credits 25 Checks/Debits Maintenance Fee Interest Paid Ending Balance

3,238,009.23 1,856,341.66 .00 1,381,667.57 Number of Enclosures 0 Statement Dates 8/02/22 thru 8/31/22 Days in the statement period 30 Avg Daily Ledger 823,973.54 Avg Daily Collected 823,710.56

ate	Description	Amount	
8/05	Wire Transfer Credit FREE SPEECH \$YSTEMS LLC 3019 ALVIN DEVANE STE 210 AUSTIN TX 78760 CRAWFORD- SECURITY BANK OF CRA 20220805K1QJ1N3C000391 20220805MMQFMP9N000126	752,256,77	
8/08 8/12 8/16 8/16	08051151FT03 From DDA *8877, TO DDA *8919	550,000.00 650,000.00	
0/12	From DDA *8877,To DDA *8919 MyDeposit	10.00	
8/16	MyDeposit	10.00	
8/1.6	MyDeposit	25.00	
8/1.6	MyDeposit	25.00	



Page 2

Commerci	al Checking	<u> </u>	(Conti	nued)				
DEPOSITS	AND OTHER CRE	DITS						
Date	Description		All	nount				
8/16	MyDeposit	THE PERSON NAMED IN COLUMN TO PERSON NAMED I	2	28.45				
8/16	MyDeposit			30.00				- 1
8/16	MyDeposit			30.00				- 1
8/16	MyDeposit		3	37.99				- 1
8/16	MyDeposit			10.00				- 1
8/16	MyDeposit			10.00				
8/16	MyDeposit			14.95				- 1
8/16	MyDeposit			45.00				- 1
8/16	MyDeposit			46.00				
8/16	MyDeposit		2	19.99				
8/16	MyDeposit			50.00				- 1
8/16	MyDeposit			50.00				
8/16	MyDeposit			55.00				- 1
8/16	MyDeposit			56.00				- 1
8/16	MyDeposit		(	60.99				- 1
8/16	MyDeposit			60.99		55		
8/16	MyDeposit			71.90				- 1
8/16	MyDeposit			80.00				
8/16	MyDeposit		9	90.00	021.84			
8/16	MyDeposit			91.90	2			- 1
8/16	MyDeposit			98.60				1
8/16	MyDeposit		10	00.00				- 1
8/16	MyDeposit			00.00				- 1
8/16	MyDeposit			00.00				- 1
8/16	MyDeposit			00.00				
8/1.6	MyDeposit			00.00				
8/16	MyDeposit		10	01.80				- 1
8/1.6	MyDeposit			02.00				1
8/16	MyDeposit			07.85				
8/16	MyDeposit			10.00				
8/16	MyDeposit			19.85				
8/16	MyDeposit			36.95				
8/16	MyDeposit			44.00				- 1
8/16	MyDeposit			50.00				1
8/16	MyDeposit			60.00				
8/16	MyDeposit			60.00				
8/16	MyDeposit			75.00				
8/16	MyDeposit			79.85				- 4
8/1.6	MyDeposit			00.00				
8/16	MyDeposit			00.00				
8/16	MyDeposit		2	00.00		 	 	



20220830B1QGC02C001361 20220830MMQFMP9N000031

08300800FT03

Date 8/31/22 Primary Account

(Continued)

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Commercial Checking

**DEPOSITS AND OTHER CREDITS** Date Description Amount 200.00 8/16 MyDeposit 8/16 8/16 213.70 216.70 MyDeposit MyDeposit 250.00 8/16 MyDeposit 8/16 8/16 MyDeposit 285.00 350.00 MyDeposit 400.00 8/16 MyDeposit 8/16 8/16 MyDeposit 500.00 675.00 MyDeposit 824.00 8/16 MyDeposit 5,863.00 250,000.00 ACH Credit Back Item From DDA \*8877,To DDA \*8919,Fr 8/18 8/19 om Deposits From DDA \*8877, To DDA \*8919
Wire Transfer Credit 430,000.00 240,000.00 92,000.00 180,000.00 8/22 8/24 8/26 8/29 80,000.00 ⊀ 8/30 FREE SPEECH SYSTEMS, LLC 3019 ALVIN DEVANE BLVD, SUITE AUSTIN TX 78741-0000

Date	Description	Amount	
8/05	From DDA *8919,To DDA *8885,Cr ypto donation fumds	599,174.62-	
8/09	Blue Ascen FREESPEECHOP CCD 122287250000062 FREESPEECHOP	100,000.00-	
8/09	Domestic Wire Transfer-DL ADP Total Source 021000021 304238112 10200 Sunset Drive Miami	132,940.39-	



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Commercial Checking (Continued)

Commerci	al checking	(Continued)	
IECKS A	ND WITHDRAWALS		
Date	Description	Amount	
WITH THE PERSON NAMED IN	FL 33173 UNITED STATES	40 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
	JP Morgan Chase		
	20220809MMQFMP9N000558		
	20220809B1QGC01R077302		
	08091810FT03		
8/10	Blue Ascen FREESPEECHOP	114,418.19-	
7/6/	CCD 122287250000810		
	FREESPEECHOP		
8/12	Bills 8 15 FREESPEECHOP	88,758.84-	
	CCD 122287250000043		
	FREESPEECHOP		
8/16	WEBPAYMENT ADDSHOPPERSINC	2,989.00-	
	WEB 091000014627751		
	FREE SPEECH SYSTEMS	5 505 00	
8/16	Blue Asent FREESPEECHOP	5,695.00~	
	CCD 122287250000457		
0.11.0	FREESPEECHOP	108,205.00-	
8/16	blue asens FREESPEECHOP	108,203.00	
	FREESPEECHOP		
8/19	DBT CRD 1050 08/18/22 70470199	49.13-	
0/19	ALLIANZ TRAVEL INS	13.12	
	ALLIANZINS.US VA C#2164		
8/1.9	DBT CRD 1111 08/18/22 82651765	61.30-	
0/1.5	ALLIANZ INSURANCE		
	ALLIANZINS.US VA C#2164		
8/19	DBT CRD 1050 08/18/22 70363720	685.21-	
	AMERICAN AIROO12450837		
	FORT WORTH TX C#2164		
8/19	Bill Pays FREESPEECHOP	22,002.33-	
	CCD 122287250000259		
S WATEN	FREESPEECHOP	3 070 77	
8/22	DBT CRD 1328 08/19/22 65257747	1,079.77-	
	TEXASGASSERVICE		
0 (52	800-700-2443 OK C#2164	12,000.00-	
8/22	Domestic Wire Transfer-DL	12,000.00-	
	Solomon Bruce Consulting 111915327		
non-terment i best monte.	13185169		



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Commercial Checking

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Commerci	al Checking	remaining.	(Continued)				
CHECKS A	ND WITHDRAWALS			W. T. L.			
Date	Description		Amount			Manager 1	
Market San Delegation and San In	3310 w 6th	Manager Street, Square,	COLUMN TO SERVICE DE LA COLUMN	Name of Street, or other party of the last	A LOCAL DESIGNATION OF THE PARTY OF THE PART		AND AND ASSESSMENT OF THE PARTY
	Ft. Worth, TX 76107 UNITED STA						
	Guaranty Bank and						
	20220822MMQFMP9N000189						
	20220822GMQFMP01023364						
	08221445FT03						
8/23	WEB PAY LEASE DIRECT		1,847.87-				
	CCD 043000092836744						
	Free Speech Systems						
8/23	Domestic Wire Transfer-DL		213,836.97-				
	ADP Total Source						
	021000021						
	304238112						
	10200 Sunset Drive						
	Miami						
	FL 33173 UNITED STATES						
	JP Morgan Chase						
	20220823MMQFMP9N000446						
	20220823B1QGC01R073979 08231723FT03						
8/23	Domestic Wire Transfer-DL		250,000.00-				
0/23	Security Bank of Crawford		230,000.00				
	111010170						
	1020536						
	6688 North Lonestar Pkwy.						
	Crawford, Tx 76638 UNITED STAT						
	TIB Dallas						
	PQPR Holdings Limited, LLC						
	Acct. 3338555						
	20220823MMQFMP9N000451						
	20220823K1QJ1N3C001096						
	08231730FT03		2 S 2022 V20				
8/29	Bill Pay FREESPEECHOP		21,308.42-				
	CCD 122287250000369	18					
5 /2.5	FREESPEECHOP		80 000 00				
8/29	Domestic Wire Transfer-DL		80,000.00-				
	Skyhorse Publishing, Inc.						
	021000021						
part of the same o	713503237765		The same of the sa	 		 	***************************************



Page 78919

Commercial Checking

CHECKS A Date	ND WITHDRAWALS  Description	Amount	
	307 West 36th Street, 11th Flo New York, NY 10018 UNITED STAT		
	JP Morgan Chase Ba		
	20220829MMQFMP9N000423		
	20220829B1QGC01R085641 08291657FT03		
8/30	DBT CRD 1535 08/29/22 41402172	545.34-	
	FDCSERVERSN 312-423-6675 FL C#2164		
8/31	DBT CRD 1625 08/31/22 71023165	100.63-	
1100/1100	AMZN Mktp US*473LF5XW3		
8/31	Amzn.com/bill WA C#2164 DBT CRD 1623 08/31/22 70328555	210.54-	
0/21	AMZN Mktp US*R05I13033	210.34	
0.000	Amzn.com/bill wA C#2164		
8/31	DBT CRD 1517 08/30/22 30646728 DTV*DIRECTV SERVICE	423,11-	
	800-347-3288 CA C#2164		
8/31	BAL FREESPEECHOP	100,000.00-	
	CCD 122287250000571		
8/31	FREESPEECHOP DBT CRD 1201 08/30/22 13171014	10.00-	
0,01	PRITUNL PREMIUM		
	HTTPSPRITUNL. WA C#2164		

DAILY BALAN Date	CE INFORMATION Balance	Date	Balance Dat	te	Balance
8/02 8/05 8/08 8/09 8/10 8/12	.00 153,082.15 703,082.15 470,141.76 355,723.57 916,964.73	8/16 8/18 8/19 8/22 8/23 8/24	807,965.19 8/ 813,828.19 8/ 1,041,030.22 8/ 1,457,950.45 8/ 992,265.61	26 29 30 31	1,324,265.61 1,402,957.19 1,482,411.85 1,381,667.57

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Deposit 3019 ALVIN DEVANE BLVD, SUITE 300 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Deposit

Commercial Checking Account Number Previous Balance 18 Deposits/Credits 7 Checks/Debits Mairtenance Fee Interest Paid Ending Balance

2,458,713.60 2,392,000.00 .00 66,713.60 Number of Enclosures 0
Statement Dates 8/02/22 thru 8/31/22
Days in the statement period 30
Avg Daily Ledger 238,016.17
Avg Daily Collected 238,016.17

ate	Description	Amount	
8/05	Wire Transfer Credit AURIAM SERVICES LLC	59,763.17	
	14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738		
	CRAWFORD- SECURITY BANK OF CRA 20220805k1QJ1N3C001100		
	20220805MMQFMP9N000302 08051556FT03		
8/05	Wire Transfer Credit FREE SPEECH SYSTEMS LLC	528,465.45	
	3019 ALVIN DEVANE STE 210 AUSTIN TX 78760		



Commercial Checking



Commercia	at checking	(Continued)	
DEPOSITS A	AND OTHER CREDITS  Description	Amount	
	CRAWFORD- SECURITY BANK OF CRA 20220805k1Qj1N3C000390 20220805MMQFMP9N000125 08051151FT03		
8/08	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA	354,889.64	
	CASE 22-60043 20220808K1QJ1N3C000837 20220808MMQFMP9N000255 08081529FT03		
8/09	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA CASE 22-60043 20220809K1QJ1N3C000816 20220809MMQFMP9N000234 08091543FT03	150,994.62	
8/10	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA CASE 22-60043 20220810K1QJ1N3C000763 20220810MMQFMP9N000207 08101505FT03	127,952.62	
8/1.5	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220815K1QJ1N3C001010 20220815MMQFMP9N000274 08151541FT03	160,158.84	
8/1.6	Wire Transfer Credit AURIAM SERVICES LLC	43,485.40	



Page 3

Commercial Checking



Commerci	al Checking	(Continued)		
DEPOSITS	AND OTHER CREDITS			
Date	Description	Amount		
	14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220816K1QJ1N3C000908 20220816MMQFMP9N000294 08161550FT03			
8/17	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA	25,232.87		
	20220817K1QJ1N3C000663 20220817MMQFMP9N000206 08171447FT03			
8/19	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220819K1QJ1N3C000495 20220819MMQFMP9N000128 08191250FT03	101,360.00		
8/1.9	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD. STE #1 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220819K1QJ1N3C001213 20220819MMQFMP9N000299	330,570.48		
8/22	08191628FT03 Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20220822K1QJ1N3C000851 20220822MMQFMP9N000234 08221533FT03	166,446.47		
8/23	Wire Transfer Credit AURIAM SERVICES LLC	76,449.58	The second secon	The second secon



Page 4

Commercial Checking



Commercia	l Checking	A SOUND DO LEAST	(Continued)		
DEPOSITS A	AND OTHER CREDITS				
Date	Description		Amount		
	14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF 20220823K1QJ1N3C000858 20220823MMQFMP9N000245 08231559FT03				
8/25	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE AUSTIN TX 78738	#15	44,340.25		
	CRAWFORD- SECURITY BANK OF 20220825K1QJ1N3C000731 20220825MMQFMP9N000275 08251443FT03	CRA			
8/25	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF 20220825K1QJ1N3C000203 20220825MQFMP9N000083 08251056FT03		47,897.14		
8/26	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF 20220826K1QJ1N3C000751 20220826MMQFMP9N000225 08261358FT03		58,883.27		
8/29	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF 20220829K1QJ1N3C000744 20220829MQFMP9N000282 08291444FT03		121,490.02		
8/30	Wire Transfer Credit AURIAM SERVICES LLC		26,795.13		



Page 78877

Commercial	Checking	\$0000000EEE	(Continued)
<b>DEPOSITS AN</b>	ID OTHER CREDITS		
Date	Description		Amount
8/31	14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF 20220830K1QJ1N3C000890 20220830MMQFMP9N000270 08301504FT03 wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF	CRA #15	33,538.65
	20220831k1Qj1N3C001005 20220831MMQFMP9N000291 08311509FT03		

Date	Description	Amount
8/08	From DDA *8877, To DDA *8919	550,000.00-
8/12	From DDA *8877, To DDA *8919	650,000.00-
8/19	From DDA *8877, To DDA *8919, Fr	250,000.00-
	om Deposits	
8/22	From DDA *8877, TO DDA *8919	430,000.00-
8/24	From DDA *8877, To DDA *8919	240,000.00-
8/26	From DDA *8877, To DDA *8919	92,000.00-
8/29	From DDA *8877, To DDA *8919	180,000.00-

Date	Balance	Date	Balance	Date	Balance	
8/02 8/05 8/08 8/09 8/10 8/12	.00 588,228.62 393,118.26 544,112.88 672,065.50	8/15 8/16 8/17 8/19 8/22 8/23	182,224.34 225,709.74 250,942.61 432,873.09 169,319.56 245.769.14	8/24 8/25 8/26 8/29 8/30 8/31	5,769.14 98,006.53 64,889.80 6,379.82 33,174.95 66,713.60	



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Donations 3019 ALVIN DEVANE BLVD, SUITE 300 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Donations

Commercial Checking
Account Number
Previous Balance
24 Deposits/Credits
1 Checks/Debits
100,000.00
Maintenance Fee
Interest Paid
Ending Balance
501,229.62

Number of Enclosures 0 Statement Dates 8/02/22 thru 8/31/22 Days in the statement period 30 Avg Daily Ledger 460,623.32 Avg Daily Collected 460,574.99

ate	Description	Amount	
8/05	From DDA *8919, To DDA *8885, Cr	599,174.62 ✓	
	ypto donation fumds	J	
8/05	Wire Transfer Credit	605.00 ♥	
1.50	FREE SPEECH SYSTEMS LLC		
	3019 ALVIN DEVANE STE 210		
	AUSTIN TX 78760		
	CRAWFORD- SECURITY BANK OF CRA		
	20220805K1QJ1N3C000370		
	20220805MMQFMP9N000117		
	08051143FT03		
8/1.5	MyDeposit	20.00	
8/15	MyDeposit	20.00	
8/15	MyDeposit	20.00	
8/15	MyDeposit	20.00	





Commerc	ial Checking	(Continued)	
<b>DEPOSITS</b>	AND OTHER CREDITS		
Date	Description	Amount	
8/15	MyDeposit	25.00	
8/15	MyDeposit	25.00	
8/15	MyDeposit	30.00	
8/15	MyDeposit	50.00	
8/15	MyDeposit	60.00	
8/15	MyDeposit	80.00	
8/15	MyDeposit	100.00	
8/15	MyDeposit	200.00	
8/15	MyDeposit	200.00	

ate	Description	Amount
8/08	Credit FREESPEECHDON CCD 122287250000415 FREESPEECHDON	100,000.00-

DAILY BALAN	CE INFORMATION			
Date	Balance	Date	Balance	
8/02 8/05	.00 599,779.62	8/08 8/15	499,779.62 501,229.62	

\*\*\* END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Payroll 3019 ALVIN DEVANE BLVD, SUITE 300 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion, Case 22-60043, Payroll

Commercial Checking Account Number Previous Balance 3 Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance	8,504.27 .00 .00 .00 8,504.27	Number of Enclosures Statement Dates 8/02/22 thru Days in the statement period Avg Daily Ledger Avg Daily Collected	8/31/22 30 2,949.41 2,949.41
---	---	---	---------------------------------------

EPOSITS Date	AND OTHER CREDITS Description	Amount	
8/05	Wire Transfer Credit FREE SPEECH SYSTEMS LLC 3019 ALVIN DEVANE STE 210 AUSTIN TX 78760 CRAWFORD- SECURITY BANK OF CRA 20220805K1QJ1N3C000369 20220805MMQFMP9N000116 08051143FT03	985.00	
8/1.6	ACH ADP TOTALSOURCE CCD 021000026556514 EV4-773020221-Free Spe	3,624.54	
8/31	ACH ADP TOTALSOURCE CCD 021000026824084	3,894.73	



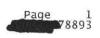


Commerci	al checking	8900000789L	(Continued)	
<b>DEPOSITS</b>	AND OTHER CREDITS			
Date	Description		Amount	
	EV4-739790235-Free Spe			

DAILY BALANCE	INFORMATION		
Date	Balance Date	Balance	
8/02 8/05	.00 8/16 985.00 8/31	4,609.54 8,504.27	

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*





FREE SPEECH SYSTEMS, LLC Debtor in Possesion Case 22-60043, Infowars 3019 ALVIN DEVANE BLVD, SUITE 300 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Debtor in Possesion Case 22-60043, Infowars

Commercial Checking
Account Number
Previous Balance .00
1 Deposits/Credits 6,125.44
Checks/Debits .00
Maintenance Fee .00
Interest Paid .00
Ending Balance 6,125.44

Number of Enclosures 0
Statement Dates 8/02/22 thru 8/31/22
Days in the statement period 30
Avg Daily Ledger 5,512.89
Avg Daily Collected 5,512.89

DEPOSITS AND OTHER CREDITS

Date Description Amount

8/05 Wire Transfer Credit 6,125.44

FREE SPEECH SYSTEMS LLC
3019 ALVIN DEVANE STE 210
AUSTIN TX 78760
CRAWFORD- SECURITY BANK OF CRA
20220805K1QJ1N3C000361
20220805MMQFMP9N000111
08051138FT03

DAILY BALANCE	INFORMATION		
Date	Balance Date	Balance	
8/02	.00 8/05	6,125.44	A Reserved

# **L**Security

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PAGE 1

FREE SPEECH SYSTEMS LLC OPERATING PO BOX 19549

AUSTIN TX 78704

ACCOUNT



STATEMENT PERIOD 07/29/2022 TO 08/31/2022

OTH: 7 CHEC 7 OTH: CHECKING BALANCE THIS STATEMEN'	T  OSITS ER CREDITS ER DEBITS  T S U M M A R Y TOTAL FEES IMPOSE AFT AND RETURNED I	1,168,379.86 .00 .00 819,765.28 348,614.58 .00
	TOTAL FOR     THIS PERIOD	TOTAL   YEAR-TO-DATE
TOTAL CVERDRAFT FEES		\$0.00
TOTAL RETURNED ITEM FEES		\$0.00
DATEAMOUNTDESCRIPTION 08/01	Bill Pay ACH PMT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT SALE	634000007 0017664946 0022102996 0022099809 0022104767 0022103818 0026044581
DATECHECK NOAMOUNT 08/03 011701 1,500.0 08/03 *011730 1,500.0 08/03 *011779 1,500.0 08/01 *011822 1,386.0	DATECB 00 08/01 00 08/02 *	HECK NOAMOUNT 011833 1,685.00

SECURITY BANK OF CRAWFORD • PO BOX 90 • 6588 NORTH LONESTAR PARKWAY • CRAWFORD, TEXAS 76638 • 254-486-0003



FREE SPEECH SYSTEMS LLC OPERATING PO BOX 19549 AUSTIN TX 78704 ACCOUNT



STATEMENT PERIOD 07/29/2022 TO 08/31/2022

----- DAILY BALANCE INFORMATION -----

DATE....BALANCE DATE....BALANCE DATE....BALANCE 08/01 850,496.89 08/03 752,271.77 08/02 756,771.77 08/05 .00

Thank you for banking with us!

If you have any questions please call
our Crawford Branch at (254) 486-0003 or
our Temple Branch at (254) 249-2265.



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PAGE 1 ACCOUNT

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FREE SPEECH SYSTEMS LLC DONATIONS PO BOX 19549 AUSTIN TX 78704

STATEMENT PERIOD 07/29/2022 TO 08/31/2022

CHEC	COMMERCIAL COMMERCIAL CHING BALANCE LAST	STATEMENT  6 DEPOSIT OTHER 0  1 CHECKS OTHER 1 STATEMENT F E E S T0 0F OVERDRAFT	TS CREDITS DEBITS U M M A R Y DITAL FEES IMPOS	.00 620.00 .00 620.00 .00 .00	
	See and the second seco		TOTAL FOR   THIS PERIOD	TOTAL   YEAR-TO-DATE	
	TOTAL OVERDRAFT	FEES	\$0.00!	\$0.001	
	TOTAL RETURNED I	TEM FEES!	\$0.00	\$0.00	
DATE 08/01 08/01 08/01 08/01 08/01	A C C O U N AMOUNTDESCRIE 10.00 DEPOSIT 50.00 DEPOSIT 60.00 DEPOSIT 100.00 DEPOSIT 150.00 DEPOSIT 250.00 DEPOSIT	PTION			
DATE 08/05	, CHECK NO	.,.AMOUNT 00.00	DATECH	BECK NOAMOU	INT
DATE	BALANCE 620.00	DATE	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	DATEBALANC	N 177 178 180 180

SECURITY BANK OF CRAWFORD • PO BOX 90 • 6688 NORTH LONESTAR PARKWAY • CRAWFORD, TEXAS 76638 • 254-486-0003

#### Case 4:23-cv-00463 Document 6-22 Filed on 03/23/23 in TXSD Page 59 of 194

### Security Bank of Crawford

Free Speech Systems LLC Payroll \*8522

Current Balance: -\$0.00

Available Balance:

-\$0.00

Date Friday, August 05, 2022 Description

Category Priority Pay -\$1,000.00 -\$0.00

Amount

Transaction Range: August 01, 2022 - Pending

Printed: August 08, 2022 9:32AM

## **Security Bank of Crawford**

Free Speech Systems LLC Depo *8563	sitory	Current Balance: -\$0.00	Available Balance: \$11.77	
Date	Description	Category	Amount	Balance
Pending	eBay PAYOUT 0012487826		\$31.77	\$11.77
	USAePay 0722 BILLI 6935907159		-\$20.00	-\$20.00
Friday, August 05, 2022	Priority Pay		-\$528,480.45	-\$0.00
Thursday, August 04, 2022	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 7490626		\$68,128.75	\$528,480.45
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 2113640		\$59.44	\$460,351.70
Wednesday, August 03, 2022	INTERNET TRANSFER FROM CHK 4645 TO			
V	CHK 8563 4966746		\$65,799.59	\$460,292.26
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 4501110		\$191.08	\$394,492.67
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 9317053		\$70.97	\$394,301.59
	eBay PAYOUT 0013503170		\$22.73	\$394,230.62
Tuesday, August 02, 2022	PAYARC MERCH FEES 6760185713		246.06	\$394,207.89
	AUTHNET GATEWAY BILLING 0017472752		-\$20.00	\$394,247.89
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 1384226		\$60,090.48	\$394,267.89
	eBay PAYOUT 0013042956		6004 45	\$334,177.41
	eBay PAYOUT 0012625089		\$235.63	\$333,885.96
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 2428026		\$56.10	\$333,650.33
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 5896245		\$42.74	\$333,594.23
	eBay PAYOUT 0013370965		\$14.99	\$333,551.49
Monday, August 01, 2022	INTERNET TRANSFER FROM CHK 4645 TO			
international desiration	CHK 8563 1927326		\$213,890,47	\$333,536.50
	INTERNET TRANSFER FROM CHK 4645 TO			
	CHK 8563 9176841		\$362.19	\$119,646.03
	eBay PAYOUT 0014868342		\$172.20	\$119,283.84
	INTERNET TRANSFER FROM CHK 4645 TO			
	OUIV 9563 0430034		\$112.60	\$119,111.64
Transaction F	Range: August 01, 2022 - Pending		Printed: August	08, 2022 9:30AM

Fill in	this information to identify the case:			
Debtor	Name Free Speech Systems LLC			
	States Bankruptcy Court for the: Southern District of Texas	Check if	f this is	an
Case no	umber: <u>22-60043</u>	amende		
Offic	cial Form 425C			
Mon	thly Operating Report for Small Business Under Chapter 11			12/17
Month	October 2022 Date report filed: 1	2/16/202	22	
	N	MM / DD / Y\	/YY	
Line of	f business: Dietary Supplement Sales NAISC code: 3	25411		
that I I	ordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury have examined the following small business monthly operating report and the accompanying ments and, to the best of my knowledge, these documents are true, correct, and complete.			
Respor	nsible party: J. Patrick Magill			
Origina	I signature of responsible party			
Printed	name of responsible party  J. Patrick Magill			
	1. Questionnaire		-	
An	swer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.	Yes	No	N/A
	If you answer No to any of the questions in lines 1-9, attach an explanation and label it Exhibit A.			
1.	Did the business operate during the entire reporting period?	<b>☑</b>		
2.	Do you plan to continue to operate the business next month?	$ \mathbf{\Delta}$		
3.	Have you paid all of your bills on time?	$\checkmark$		
4.	Did you pay your employees on time?	V		
5.	Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?	$\mathbf{A}$		
6.	Have you timely filed your tax returns and paid all of your taxes?		M	
7.	Have you timely filed all other required government filings?			$\mathbf{\Lambda}$
8.	Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?			$\mathbf{\Lambda}$
9.	Have you timely paid all of your insurance premiums?	Ŋ		
	If you answer Yes to any of the questions in lines 10-18, attach an explanation and label it Exhibit E	<u>.                                    </u>		
10.	Do you have any bank accounts open other than the DIP accounts?		V	
11.	Have you sold any assets other than inventory?		$\mathbf{M}$	
12.	Have you sold or transferred any assets or provided services to anyone related to the DIP in any way? *** NOTE 1 *	** 🗹		
	Did any insurance company cancel your policy?		$\mathbf{\Lambda}$	
	Did you have any unusual or significant unanticipated expenses?		V	
	Have you borrowed money from anyone or has anyone made any payments on your behalf?		V	
	Has anyone made an investment in your business?		V	

ebtor Na	me Free Speech Systems LLC Case number 22-6004	13			
17.	Have you paid any bills you owed before you filed bankruptcy?			¥	
18.	Have you allowed any checks to clear the bank that were issued before you filed bankruptcy?  *** NOTE 1 *** We provide consignment sales services to PQPR			<b>A</b>	
	2. Summary of Cash Activity for All Accounts				
	Total opening balance of all accounts		\$ <u>1</u>	,964,2	52 <del>_</del> f
	This amount must equal what you reported as the cash on hand at the end of the month in the month. If this is your first report, report the total cash on hand as of the date of the filing of this		_		
20.	Total cash receipts				
	Attach a listing of all cash received for the month and label it <i>Exhibit C</i> . Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit C</i> .				
	Report the total from <i>Exhibit C</i> here. \$ 1,0	051,830			
21.	Total cash disbursements				
	Attach a listing of all payments you made in the month and label it <i>Exhibit D</i> . List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit D</i> .	,293,537 <b>√</b>			
	Report the total from <i>Exhibit D</i> here.	,293,331			
22.	Net cash flow				
	Subtract line 21 from line 20 and report the result here.  This amount may be different from what you may have calculated as <i>net profit</i> .		+ \$ <u>-</u>	1,241,7	'0 <b>7.</b>
23.	Cash on hand at the end of the month				
	Add line 22 + line 19. Report the result here.		_	00 545	
	Report this figure as the cash on hand at the beginning of the month on your next operating re	port.	<b>=</b> \$ <u>/</u>	22,545	<u>.0</u> 0
	This amount may not match your bank account balance because you may have outstanding chave not cleared the bank or deposits in transit.	necks that			
	3. Unpaid Bills				
	Attach a list of all debts (including taxes) which you have incurred since the date you filed bank have not paid. Label it <i>Exhibit E</i> . Include the date the debt was incurred, who is owed the mone purpose of the debt, and when the debt is due. Report the total from <i>Exhibit E</i> here.				
24.	Total payables		\$ <u>5</u>	57,506	.00
	(Exhibit E)				

Debtor Name Free Speech Systems LLC

Case number 22-60043

#### 4. Money Owed to You

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it *Exhibit F*. Identify who owes you money, how much is owed, and when payment is due. Report the total from *Exhibit F* here.

25. Total receivables \$ 178,995.00

(Exhibit F)

#### 5. Employees

26. What was the number of employees when the case was filed?	54
27. What is the number of employees as of the data of this monthly report?	49

27. What is the number of employees as of the date of this monthly report?

#### 6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case?	\$	0.00
29. How much have you paid in professional fees related to this bankruptcy case since the case was filed?	\$	0.00
30. How much have you paid this month in other professional fees?	\$_150	0,000.00
31. How much have you paid in total other professional fees since filing the case?	\$_150	0,000.00

#### 7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	Column A Projected	_	Column B Actual	=	Column C  Difference
	Copy lines 35-37 from the previous month's report.		Copy lines 20-22 of this report.		Subtract Column B from Column A.
32. Cash receipts	\$ 1,051,830 <b>£</b>	-	\$ 1,051,830 <b>£</b>	=	\$0.00
33. Cash disbursements	\$ 2,293,537 <b>£</b>	-	\$ 2,293,537 <b>£</b>	=	\$
34. Net cash flow	\$ <u>-1,241,707</u>	-	\$ <u>-1,241,53</u>	=	\$

35. Total projected cash receipts for the next month:

\$ 2,648,712**£** 

36. Total projected cash disbursements for the next month:

**-** \$ 1,353,745

37. Total projected net cash flow for the next month:

**=** \$ 1,294,967.

Debtor Name Free Speech Systems LLC

Case number 22-60043

#### 8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- **☑** 39. Bank reconciliation reports for each account.
- 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- 41. Budget, projection, or forecast reports.
- ☐ 42. Project, job costing, or work-in-progress reports.

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	AXOS Deposits # 78877	AXOS Operating # 78919	AXOS Donations AXOS Payroll #78885 #78927	AXOS Payroll #78927	AXOS Infowars # 78893	<b>AXOS Legal</b> # 78901	SEC BANK Operations #8514	SEC BANK Donations #8746	SEC BANK Payroll #8522	SEC BANK InfoWars #8621	SEC BANK Deposits #8563	TOTAL All Accounts
October 1 to October 31												
Opening Balance	293,073.70	83,956.67	328,635.26	10,742.56	6,125.44	•	•	•	•	•	11.77	722,545.40
Cash Receipts	1,760,718.92	859,055.31	22,594.61	6,343.62					•			2,648,712.46
Cash Disbursements	,	(1,228,275.69)		(125,469.40)			,		٠			(1,353,745.09)
Net Cash Flow	1,760,718.92	(369,220.38)	22,594.61	(119,125.78)			,					1,294,967.37
Transfers In Transfers Out	(1,212,877.00)	1,087,877.00		125,000.00								1,212,877.00 (1,212,877.00)
Cash on Hand	840,915.62	802,613.29	351,229.87	16,616.78	6,125.44				•		11.77	2,017,512.77



#### FORM 425C Exhibit E Total Payables

For various reasons, Free Speech Systems LLC has not kept its books on the accrual basis of accounting and as a result there is not a traditional accounts payable list available at this time. Free Speech Systems has kept books on the cash basis and virtually all bills are paid via ACH. We are including the invoices / bills paid / checks cleared from the 1st to the 15th of the following month as a reasonable estimate of our payables at the date of the report.

As of October 31, 2022

From	Amount	Due Date	From	Amount	Due Date
Blue Ascension	49,999.99	11/1/2022	Waste Connections	2,099.92	11/7/2022
ACH Ops Expense	13.12	11/1/2022	Travelers	2,275.06	11/8/2022
Complete Controller	150.00	11/1/2022	Spectrum	180.14	11/9/2022
ACH Ops Expense	363.54	11/1/2022	ACH Ops Expense	3,500.00	11/9/2022
ACH Ops Expense	373.46	11/1/2022	ACH Ops Expense	5,863.00	11/9/2022
ACH Ops Expense	738.80	11/1/2022	ACH Ops Expense	7,000.00	11/9/2022
Orkin Pest Control	785.91	11/1/2022	Blue Ascension	11,960.01	11/9/2022
ACH Ops Expense	970.00	11/1/2022	Blue Ascension	49,999.99	11/9/2022
ACH Ops Expense	5,504.47	11/1/2022	ADT Security	9.44	11/10/2022
Austin Security	5,791.38	11/1/2022	ADT Security	10.28	11/10/2022
Add Shoppers Inc	5,978.00	11/1/2022	ADT Security	20.45	11/10/2022
City of Austin	6,413.00	11/1/2022	ADT Security	20.45	11/10/2022
The Hartford	7,093.30	11/1/2022	ADT Security	58.94	11/10/2022
ACH Ops Expense	9,367.26	11/1/2022	ADT Security	64.22	11/10/2022
ACH Ops Expense	16,378.64	11/1/2022	ADT Security	66.08	11/10/2022
ACH Ops Expense	27,000.00	11/1/2022	ADT Security	69.18	11/10/2022
E Commerce CDN	27,270.00	11/1/2022	ADT Security	69.18	11/10/2022
ACH Ops Expense	82,501.19	11/1/2022	ADT Security	72.02	11/10/2022
ACH Ops Expense	33.88	11/2/2022	ADT Security	102.06	11/10/2022
DS Waters of America	278.41	11/2/2022	ADT Security	102.06	11/10/2022
Verizon	438.24	11/2/2022	ADT Security	126.76	11/10/2022
Waste Connections	4,199.84	11/2/2022	ADT Security	126.76	11/10/2022
Authnet Gateway	8,285.20	11/2/2022	ADT Security	830.10	11/10/2022
ACH Ops Expense	50,000.00	11/2/2022	ADT Security	830.10	11/10/2022
ACH Ops Expense	52,907.19	11/2/2022	ADT Security	1,411.18	11/10/2022
Lathem Time Corp	138.64	11/3/2022	ADT Security	1,411.18	11/10/2022
Complete Controller	1,835.00	11/3/2022	Complete Controller	93.75	11/14/2022
Norm Pattis	80,000.00	11/3/2022	Quickbooks Online	213.20	11/14/2022
Quickbooks Online	684.91	11/4/2022	Google	280.00	11/14/2022
AT&T	2,567.49	11/4/2022	Austin Security	1,353.13	11/14/2022
ACH Ops Expense	3,000.00	11/4/2022	AXOS Bank	5,344.17	11/14/2022
ACH Ops Expense	3,200.00	11/4/2022	Austin Security	5,829.26	11/14/2022
ACH Ops Expense	7,500.00	11/4/2022	Contract Production	3,200.00	11/14/2022
ACH Ops Expense	15,998.00	11/4/2022	Contract Production	20,000.00	11/14/2022
Haivision	49,865.00	11/4/2022	Contract Production	1,500.00	11/14/2022
Gracenote Media	123.58	11/4/2022	Employee Exp Reports	2,192.33	11/15/2022
ACH Ops Expense	50,000.00	11/4/2022	Add Shoppers Inc	2,989.00	11/15/2022
ACH Ops Expense	55,000.00	11/4/2022	PQPR	50,000.00	11/15/2022
ACH Ops Expense	109,300.00	11/4/2022	ACH Ops Expense	55,000.00	11/15/2022
			ACH Ops Expense	254,050.00	11/15/2022
				1,232,370.84	



# FORM 425C Exhibit F Total Receivables

Free Speech Systems LLC does not have traditional receivables from our customers. Virtually all our transactions happen via our on-line store and aggregated by our third party credit card processor. There is a lag between the transaction on the on-line store and the funding from our processor. Therefore, we don't have traditional customer receivables but have included our daily processor deposits from the 1st to the 5th of the following month as receivables

#### *As of October 31, 2022*

From	Amount	Due Date
Processor C	296,501.49	11/1/2022
Processor S	52,787.32	11/2/2022
Processor C	103,967.42	11/3/2022
Processor C	132,173.49	11/4/2022
	585,429.72	



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Operations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Operations

Commercial Checking
Account Number
Previous Balance
64 Deposits/Credits
61 Checks/Debits
Maintenance Fee
Interest Paid
Ending Balance

₹1,946,932.31 1,228,275.69 .00 802,613.29 Number of Enclosures 10 Statement Dates 10/03/22 thru 10/31/22 Days in the statement period 29 Avg Daily Ledger 213,779.31 Avg Daily Collected 213,291.41

Date	Description	Amount	
10/04 10/07	From DDA *8877,To DDA *8919 Wire Transfer Credit ELEVATED SOLUTIONS GROUP LLC 3402 CLAWSON RD AUSTIN TX 78704 CRAWFORD- SECURITY BANK OF CRA 20221007K1QJ1N3C000392 20221007MMQFMP9N000135 10071201FT03	437,877.00 / 226,454.26	
10/11	MyDeposit	24.95	
10/11	MyDeposit	26.95	
10/11	MyDeposit	39.95	
10/1.1	MyDeposit	40.00	
10/1.1	MyDeposit	50.00	
10/11	MyDeposit	50.00	



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Commerci	al Checking	(Continued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
10/11	MyDeposit	59.85	
10/11	MyDeposit	60.00	
10/11	MyDeposit	100.00	
10/11	MyDeposit	104.85	
10/11	MyDeposit	118.95	
10/11	MyDeposit	120.00	
10/11	MyDeposit	130.00	
10/11	MyDeposit	144.00	
10/11	MyDeposit	150.00	
10/11	MyDeposit	161.80	
10/11	MyDeposit	175.75	
10/11	MyDeposit	177.70	
10/11	MyDeposit	194.76	1
10/11	MyDeposit	260.00	
10/11	MyDeposit	278.65	
10/11	MyDeposit	370.00	
10/11	MyDeposit	400.00	1
10/11	MyDeposit	440.00	
10/11	MyDeposit	490.60	
10/11	MyDeposit	499.50	
10/11	MyDeposit	500.00	
10/11	MyDeposit	522.70	
10/11	MyDeposit	542.00	
10/11	MyDeposit	602.99	
10/11	MyDeposit	621.00	
10/11	MyDeposit	803.19	
10/14	From DDA *8877, To DDA *8919	150,000.00	
10/17	From DDA *8877, To DDA *8919	100,000.00	
10/26	ACCTVERIFY ZOOM.US 888-799-	.09	
	CCD 091000016064485		
77 (677)	FREE SPEECH SYSTEMS LL	4.2	
10/26	ACCTVERIFY ZOOM.US 888-799-	.13	
	CCD 091000016772320		
5 0 100	FREE SPEECH SYSTEMS LL	21 00	
10/27	MyDeposit	31.00	
10/27	MyDeposit	50.00	
10/27	MyDeposit	50.78	
10/27	MyDeposit	56.90	
10/27	MyDeposit	70.00	
10/27	MyDeposit	80.00	
10/27	MyDeposit	80.00	



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Commercial Checking



EPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
10/27	MyDeposit	100.00	
10/27	MyDeposit	110.00	
10/27	MyDeposit	110.99	
10/27	MyDeposit	125.00	
10/27	MyDeposit	131.42	
10/27	MyDeposit	169.92	
10/27	MyDeposit	184.35	
10/27	MyDeposit	189.69	
10/27	MyDeposit	210.75	
10/27	MyDeposit	222.65	
10/27	MyDeposit	260.70	
10/27	MyDeposit	285.00	
10/27	MyDeposit	417.82	
10/27	MyDeposit	420.00	
10/27	MyDeposit	455.12	
10/27	MyDeposit	2,076.80	
10/28	From DDA *8877, To DDA *8919	100,000.00	
10/28	From DDA *8877, To DDA *8919	300,000.00	
10/31	TP RES REL M MERCHANT	618,451.80	
10/31	CCD 084106760114619		
	(INFOWARS/ALEX JONES		

Date	Description	Amount	
10/04	PAYMENTS LATHEM TIME CORP CCD 062000014230228 FREE SPEECH SYSTEMS LL	134.32-	
10/04	BILLING AUTHNET GATEWAY CCD 104000017372795 FREE SPEECH SYSTEMS, L	4,698.40-	
10/04	DBT CRD 1120 10/03/22 88242770 INTUIT *QBooks Online CL.INTUIT.COM CA C#2172	173.23-	
10/05	PHONECHECK HASTINGSHUMANS TEL 091000010758436	169.95-	
10/05	SPECTRUM SPECTRUM WEB 021000022691930	180.14-	



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Commercial Checking



Commerci	al Checking	(Continued)	
HECKS A	ND WITHDRAWALS		
Date	Description	Amount	
	FREE SPEECH SYSTEMS LL 9535445		
10/05	Monthly FREESPEECHOP PPD 122287250000153 FREESPEECHOP	1,200.00-	
10/05	Monthly FREESPEECHOP CCD 122287250000095 FREESPEECHOP	2,032.50-	
10/05	PHONECHECK HASTINGSHUMANS TEL 091000010758435	5,245.80-	
10/05	SALE ATOMIAL LLC CCD 021000023817157 FREE SPEECH SYSTEMS	25,200.00-	
10/05	Monthly FREESPEECHOP CCD 122287250000839 FREESPEECHOP	238,382.48-	
10/05	Domestic Wire Transfer-DL ADP Total Source 021000021 304238112 10200 Sunset Drive	185,264.31-	
	Miami FL 33173 UNITED STATES JP Morgan Chase 91-191403 20221005MMQFMP9N000136 20221005B1QGC01R051183 10051345FT03		
10/06	SALE AUSTIN SECURITY CCD 021000022812131 FREE SPEECH SYSTEMS	4,162.21-	
10/07	Monthly FREESPEECHOP PPD 122287250000024 FREESPEECHOP	5,875.00-	
10/11	QBooks Onl 18004INTUIT CCD 021000020774609 FREE SPEECH SYSTEMS LL	213.20-	
10/1.2	Monthly FREESPEECHOP CCD 122287250000224 FREESPEECHOP	8,743.36-	



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Commercial Checking

Commerci	al Checking	(Continued)	
HECKS A	ND WITHDRAWALS		
Date	Description	Amount	
10/14	Monthly FREESPEECHOP CCD 122287250000258 FREESPEECHOP	75,834.54-	
10/17	Monthly FREESPEECHOP PPD 122287250000397 FREESPEECHOP	1,600.00-	
10/17	SALE ECOMMERCE CDN LL CCD 021000023086900 NULL IWHEALTH	27,270.00-	
10/17	Monthly FREESPEECHOP PPD 122287250000379 FREESPEECHOP	50,000.00-	
10/17	Monthly FREESPEECHOP CCD 122287250000351 FREESPEECHOP	75,834.54-	
10/18	Monthly FREESPEECHOP PPD 122287250000122 FREESPEECHOP	1,450.00-	
10/18	Monthly FREESPEECHOP PPD 122287250000168 FREESPEECHOP	8,000.00-	
10/18	PHONECHECK HASTINGSHUMANS TEL 091000018607228	8,610.81-	
10/18	Domestic Wire Transfer-DL Norman A Pattix 011103093 4392610957 383 Orange Street, First Floor New Haven, CT 06511 UNITED STA TD Bank 20221018MMQFMP9N000003 20221018MMQFMPYQ002995 10181114FT03	80,000.00-	
10/20	Monthly FREESPEECHOP CCD 122287250000412 FREESPEECHOP	49,865.00-	
10/21	Monthli FREESPEECHOP PPD 122287250000348 FREESPEECHOP	1,200.00-	
10/24	DBT CRD 1238 10/22/22 31137199 SHELL SERVICE STATION	76.18-	



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Commercial Checking

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HECKS A	ND WITHDRAWALS			
Date	Description	Amount		
	AUSTIN TX C#0837			
10/24	RECRD MGMT IRON MOUNTAIN CCD 021000028081707	459.71-		
10/24	WENDELL *M SCHWARTZ BILL PYMNT ACHMA VISB WEB 021000029697845 ALEXANDER *JONES 3277956	1,622.16-		
10/24	BILL PYMNT ACHMA VISB WEB 021000029697844 FREE SPEECH SYSTEMS LL 3277955	1,637.72-		
10/24	PURCHASE COMPLETECONTROLR PPD 091000011515185 JOHN HAARMANN	2,372.83-		
10/25	PHONECHECK HASTINGSHUMANS TEL 091000017191848	169.95-		
10/25	PHONECHECK HASTINGSHUMANS TEL 091000017191841	2,337.74-		
10/25	PHONECHECK HASTINGSHUMANS TEL 091000017191840	9,000.00-		
10/26	ACCTVERIFY ZOOM.US 888-799- CCD 091000016303400 FREE SPEECH SYSTEMS LL	.22-		
10/27	Monthly FREESPEECHOP PPD 122287250000087 FREESPEECHOP	1,600.00-		
10/28	SALE AUSTIN SECURITY CCD 021000026893424	4,578.98-		
10/28	LLC FREE SPEECH SYSTEM SALE AUSTIN SECURITY CCD 021000026893426	4,768.41-		
10/28	LLC FREE SPEECH SYSTEM Monthly FREESPEECHOP PPD 122287250000569	6,000.00-		
10/31	FREESPEECHOP Monthly FREESPEECHOP CCD 122287250000301	255.95-		
10/31	FREESPEECHOP DIRECTV DIRECTV TEL 021000027496444	423.11-		



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Commercial checking

Commerci	rai checking	(Continued)	
CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
10/31	Monthly FREESPEECHOP CCD 122287250000270 FREESPEECHOP	874.66-	
10/31	TELECOMM GRANDE COMMUNICA WEB 021000027491727 WENDELL M *SCHWARTZ 5029630	1,300.00-	
10/31	SALE AUSTIN SECURITY CCD 021000027261933 FREE SPEECH SYSTEMS	1,353.13-	
10/31	Monthly FREESPEECHOP PPD 122287250000700 FREESPEECHOP	1,600.00-	
10/31	Monthly FREESPEECHOP PPD 122287250000546 FREESPEECHOP	3,500.00-	
10/31	SALE AUSTIN SECURITY CCD 021000027261935 FREE SPEECH SYSTEMS	4,957.85-	
10/31	SALE BLUE ASENSION LO CCD 021000027264710 FREE SPEECH SYSTEMS	6,200.01-	
10/31	Monthly FREESPEECHOP CCD 122287250000243 FREESPEECHOP	24,201.00-	
10/31	Monthly FREESPEECHOP CCD 122287250000241 FREESPEECHOP	56,637.50-	
10/31	Monthly FREESPEECHOP CCD 122287250000708 FREESPEECHOP	138,608.76-	

CHECKS	IN SERIAL NUMBE	R ORDER			
Date	Check No	Amount Da	te Check No	Amount	
10/31 10/20 10/13 10/21	99483893 99667998* 99739887* 99947945*	71,286.94 10 62.77 10	/24 99959368* /24 99960321* /21 99961868* /21 99962642*	140.26 68.52 41.12 28.15	
* Indicat	tes Skip In Check Nu	mber Sequence			



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Commercial Checking

CHECKS IN SERIAL NUMBER ORDER				
Date Check No	Amount Date	Check No	Amount	
10/21 99968676* Indicates Skip In Check Number Sequence	55.16 10/13	99999624*	18,692.11	
Indicates Skip In Check Number Sequenc	e	and an artist of the second of	1.00-040 10-10-040 00-00-00	

DAILY BALAN	CE INFORMATION				的。因为"我们是不是我们的"的是一种"是这种"的是一种"我们的"的
Date	Balance	Date	Balance	Date	Balance
10/03 10/04 10/05 10/06 10/07 10/11 10/12	83,956.67 516,827.72 59,152.54 54,990.33 275,569.59 283,616.53 274,873.17	10/13 10/14 10/17 10/18 10/20 10/21 10/24	184,894.12 259,059.58 204,355.04 106,294.23 54,429.23 53,042.03 46,664.65	10/25 10/26 10/27 10/28 10/31	35,156.96 35,156.96 39,445.85 424,098.46 802,613.29

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC case 22-60043, Deposit 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

Ending Balance

FREE SPEECH SYSTEMS, LLC Case 22-60043, Deposit

Commercial Checking Account Number Previous Balance 16 Deposits/Credits 6 Checks/Debits Maintenance Fee Interest Paid

293,073.70 1,760,718.92 1,212,877.00

840,915.62

Number of Enclosures 0 Statement Dates 10/03/22 thru 10/31/22 Days in the statement period 29 Avg Daily Ledger 603,405.72 Avg Daily Collected 603,405.72

**DEPOSITS AND OTHER CREDITS** Description Amount Date 94,220.05 10/03 Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221003K1QJ1N3C001311 20221003MMQFMP9N000436 10031633FT03 Wire Transfer Credit 50,583.51 10/04 AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221004K1QJ:1.N3C000648



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Commercial Checking

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Commerci	at checking	(Concinued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
	20221004MMQFMP9N000219		AND THE PROPERTY OF THE PARTY O
1	10041404FT03		
10/05	Wire Transfer Credit	34,191.56	
	AURIAM SERVICES LLC		
1	14425 FALCON HEAD BLVD STE #15		
	AUSTIN TX 78738		
	CRAWFORD- SECURITY BANK OF CRA		
	20221005K1QJ1N3C000824		
	20221005MMQFMP9N000203 10051505FT03		
10/06	Wire Transfer Credit	29,962.91	
10/00	AURIAM SERVICES LLC	29,902.91	
	14425 FALCON HEAD BLVD STE #15		
	AUSTIN TX 78738		
1	CRAWFORD- SECURITY BANK OF CRA		
1	20221006K1QJ1N3C000611		
1	20221006MMQFMP9N000182		
10 /07	10061359FT03	47 026 20	)
10/07	Wire Transfer Credit AURIAM SERVICES LLC	47,926.39	
	14425 FALCON HEAD BLVD STE #15		
	AUSTIN TX 78738		
	CRAWFORD- SECURITY BANK OF CRA		
	20221007K1QJ1N3C000356		
	20221007MMQFMP9N000131		
	10071149FT03		
10/1.1	Wire Transfer Credit	145,358.21	
1	AURIAM SERVICES LLC		
1	14425 FALCON HEAD BLVD STE #15		
	AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA		
	20221011K1QJ1N3C001156		
	20221011MMQFMP9N000344		
	10111526FT03		
10/12	Wire Transfer Credit	224,986.97	
	AURIAM SERVICES LLC		
	14425 FALCON HEAD BLVD STE #15		
	AUSTIN TX 78738		
	CRAWFORD- SECURITY BANK OF CRA		
	20221012K1QJ1N3C000849		



Page 78877

Commercial Checking

Commerci	al Checking	(Continued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
SCHOOLS WANTED CARRIED VARIABLES	20221012MMQFMP9N000275 10121516FT03		
10/13	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221013K1QJ1N3C000991	133,947.72	
10/14	20221013MMQFMP9N000249 10131542FT03 Wire Transfer Credit AURIAM SERVICES LLC	252,768.04	
W-2 W0 W0	14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221014K1QJ1N3C001134 20221014MMQFMP9N000340 10141554FT03		
10/17	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221017K1QJ1N3C000813 20221017MMQFMP9N000266 10171532FT03	220,477.99	
10/21	wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738 CRAWFORD- SECURITY BANK OF CRA 20221021K1QJ1N3C000536 20221021MMQFMP9N000165 10211310FT03	193,592.09	
10/24	Wire Transfer Credit AURIAM SERVICES LLC 14425 FALCON HEAD BLVD STE #15 AUSTIN TX 78738	37,567.75	
	CRAWFORD- SECURITY BANK OF CRA 20221024K1QJ1N3C000706		



Page 4 78877

Commerci	ial Checking	(Continued)		
DEPOSITS Date	AND OTHER CREDITS Description	Amount		
10/26	20221024MMQFMP9N000189 10241451FT03 Wire Transfer Credit	65,626.14		A - A
	VENDOR PAYMENT 202210268687HU4R006437 20221026MMQFMP9N000067 10261037FT03			
10/28	Wire Transfer Credit	66,773.74		
	91362-4344 US CA DEBTOR IN POSSESSION; CASE 22- 20221028B6B7HU2R016174 20221028MMQFMP9N000338 10281530FT03	101.057.01		
10/28	Wire Transfer Credit	101,063.91		
	VENDOR PAYMENT 20221028B6B7HU3R004382 20221028MMQFMP9N000007 10280447FT03			
10/31	Wire Transfer Credit	61,671.94		
	VENDOR PAYMENT 20221031B6B7HU3R033037 20221031MMQFMP9N000486 10311816FT03			

CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
10/04	From DDA *8877, To DDA *8919	437,877.00-	



Page 5

Commercial Checking (Continued)

Date	Description	Amount
10/14	From DDA *8877, To DDA *8919	150,000.00-
10/17	From DDA *8877, To DDA *8919	100,000.00-
10/20	From DDA *8877, To DDA *8927, Pa yroll 10/20	125,000.00-
10/28	From DDA *8877, To DDA *8919	100,000.00-
10/28	From DDA *8877, To DDA *8919	300,000.00-

DAILY BALANC	E INFORMATION				
Date	Balance	Date	Balance	Date	Balance
10/03 10/04 10/05 10/06 10/07 10/11	387,293.75 .26 .34,191.82 .64,154.73 .112,081.12 .257,439.33	10/12 10/13 10/14 10/17 10/20 10/21	482,426.30 616,374.02 719,142.06 839,620.05 714,620.05 908,212.14	10/24 10/26 10/28 10/31	945,779.89 1,011,406.03 779,243.68 840,915.62

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Donations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Donations

.00

Commercial Checking Account Number Previous Balance 69 Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance .00 351,229.87

Number of Enclosures 0 Statement Dates 10/03/22 thru 10/31/22 Days in the statement period 29 Avg Daily Ledger 336,230.28 Avg Daily Collected 335,451.16

Date	Description	Amount	
10/11	MyDeposit	11.11	
10/11	MyDeposit	20.00	
10/11	MyDeposit	50.00	
10/11	MyDeposit	50.00	
10/11	MyDeposit	300.00	
10/11	MyDeposit	300.00	
10/11	MyDeposit	500.00	
10/11	MyDeposit	500.00	
10/1.1	MyDeposit	500.00	
10/11	MyDeposit	1,000.00	
10/17	MyDeposit	5.00	
10/1.7	MyDeposit	10.00	
10/1.7	MyDeposit	10.00	
10/17	MyDeposit	10.00	
10/17	MyDeposit	10.00	



Page 2

Commerci	al Checking	(Continued)	
DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
10/17	MyDeposit	10,00	
10/17	MyDeposit	20.00	
10/17	MyDeposit	20.00	
10/17	MyDeposit	20.00	
10/17	MyDeposit	25.00	
10/17	MyDeposit	30.00	
10/17	MyDeposit	44.67	
10/17	MyDeposit	50.00	
10/17	MyDeposit	50.00	
10/17 10/17	MyDeposit	50.00	
10/17	MyDeposit	50.00	
10/17	MyDeposit	60.00	
10/17	MyDeposit	75.00	
10/17	MyDeposit	100.00	
10/17	MyDeposit	200.00	
10/17	MyDeposit	200.00	
10/17	MyDeposit	280.00	
10/17	MyDeposit	428.83	
10/17	MyDeposit	500.00	
10/17	MyDeposit	500.00	
10/17	MyDeposit	2,000.00	
10/27	MyDeposit	10.00	
10/27	MyDeposit	10.00	
10/27	MyDeposit	10.00	
10/27	MyDeposit	15.00	
10/27	MyDeposit	20.00	
10/27	MyDeposit	25.00	
10/27	MyDeposit	30.00	- 7 -
10/27	MyDeposit	50.00	
10/27	MyDeposit	50.00	



Page 3 78885

Commerci	ial Checking	(Continued)	
<b>DEPOSITS</b>	AND OTHER CREDITS		
Date	Description	Amount	
10/27	MyDeposit	50.00	
10/27	MyDeposit	60.00	
10/27	MyDeposit	65.00	
10/27	MyDeposit	100.00	
10/27	MyDeposit	200.00	
10/27	MyDeposit	250.00	
10/27	MyDeposit	500.00	
10/27	MyDeposit	1,000.00	
10/27	MyDeposit	1,000.00	
10/27	MyDeposit	10,000.00	

DAILY BALAN	CE INFORMATION	Process of the second of the s
Date	Balance Date	Balance
10/03 10/11	328,635.26 10/17 331,866.37 10/27	337,424.87 351,229.87

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Payroll 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Payroll

Commercial Checking Account Number Previous Balance 9 Deposits/Credits 9 Checks/Debits Maintenance Fee Interest Paid Ending Balance

10,742.56 151,260.62 145,386.40

16,616.78

Number of Enclosures
Statement Dates 10/03/22 thru 10/31/22
Days in the statement period 29
Avg Daily Ledger 19,194.78
Avg Daily Collected 19,194.78

Date	Description	Amount	
1.0/1.2	VERIFYQBW INTUIT PPD 021000025434587	.18	
1.0/1.2	IWHEALTH, LLC VERIFYQBW INTUIT PPD 021000025434588	.18	
10/13	IWHEALTH, LLC ACH ADP TOTALSOURCE CCD 021000020536728	4,153.41	
10/1.7	EV4-511830278-Free Spe ACH ADP TOTALSOURCE CCD 021000028163795	2,190.21	
10/20	921438-Free Speech Sys From DDA *8877,To DDA *8927,Pa vroll 10/20	125,000.00	
10/25	ACH Credit Back Item	4,979.16	



10/26

Date 10/31/22 Primary Account



Commercial Checking (Continued)

DEPOSITS AND OTHER CREDITS

Date Description Amount

10/25 REVERSAL FREESPEECHPAYR 4,979.16

PPD 122287250000431

FREESPEECHPAYR

10/25 REVERSAL FREESPEECHPAYR 4,979.16

PPD 122287250000433
FREESPEECHPAYR
ACH Credit Back Item 4,979.16

Date 10/12	Description VERIFYQBW INTUIT	Amount	
10/12		20	
	PPD 021000025435108 IWHEALTH, LLC	.36-	
10/18	ACH ADP TOTALSOURCE CCD 021000022800645 929225-Free Speech Sys	475.86-	
10/21	Payroll FREESPEECHPAYR PPD 122287250000599 FREESPEECHPAYR	92.25-	
10/21	Payroll FREESPEECHPAYR PPD 122287250000290 FREESPEECHPAYR	2,651.73-	
10/21	Payroll FREESPEECHPAYR PPD 122287250000251 FREESPEECHPAYR	122,249.56-	
10/24	Payroll FREESPEECHPAYR PPD 122287250000453 FREESPEECHPAYR	4,979.16-	
10/26	Payroll FREESPEECHPAYR PPD 122287250000435 FREESPEECHPAYR	4,979.16-	
10/27 10/27	ACH Chargeback ACH Chargeback	4,979.16- 4,979.16-	

DAILY BALAN	CE INFORMATION			
Date	Balance Date	Balance Date	Balance	
10/03	10,742.56 10/12	10,742.56 10/13	14,895.97	



Page 3 78927

Commercial Checking (Continued)

DAILY BALAN	ICE INFORMATION		Printer and Printer bound of the	
Date	Balance Date	Balance Date	Balance	
10/17 10/18 10/20	17,086.18 10/21 16,610.32 10/24 141,610.32 10/25	16,616.78 10/26 11,637.62 10/27 26,575.10	26,575.10 16,616.78	

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Infowars 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Infowars

Commercial Checking Account Number Previous Balance Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance

6,125.44 .00 .00 .00 .00 6,125.44 Number of Enclosures 0 Statement Dates 10/03/22 thru 10/31/22 Days in the statement period 29 Avg Daily Ledger 6,125.44 Avg Daily Collected 6,125.44

DAILY BALANCE INFORMATION
Date Balance
10/03 6,125.44

\*\*\* END OF STATEMENT \*\*\*



Date 10/31/22 Page 1 Primary Account Page 178901

FREE SPEECH SYSTEMS, LLC Case 22-60043, Legal 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Legal

Commercial Checking Account Number Previous Balance Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance	.00 .00 .00 .00 .00	Number of Enclosures 0 Statement Dates 10/03/22 thru 10/31/22 Days in the statement period 29 Avg Daily Ledger .00 Avg Daily Collected .00	

DAILY BALANCE	INFORMATION	
Date	Balance	
10/03	.00	

\*\*\* END OF STATEMENT \*\*\*

Fill in t	this information to identify the case:			
	Name Free Speech Systems LLC			
United S	States Bankruptcy Court for the: Southern District of Texas	o		
Case nu	22 60042	Check if tamended		
Offic	cial Form 425C			
01110				
Mon	thly Operating Report for Small Business Under Chapter 11			12/17
IAIOII	10	/19/202:	2	
Month:		/ DD / YY		
Line of	f business: Dietary Supplement Sales NAISC code: 32	5411		
In acc	ordance with title 28, section 1746, of the United States Code, I declare under penalty of perjury			
that I I	have examined the following small business monthly operating report and the accompanying			
attach	ments and, to the best of my knowledge, these documents are true, correct, and complete.			
Respon	sible party:  J Patrick Magill			
Origina	I signature of responsible party			
Printed	name of responsible party  J Patrick Magill			
	1. Questionnaire			
Δn	swer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.			
All	swer all questions on benalt of the debtor for the period consecutive and appears	Yes	No	N/A
	If you answer No to any of the questions in lines 1-9, attach an explanation and label it Exhibit A.	• ~		
1.	Did the business operate during the entire reporting period?	☑ ☑		
2.	Do you plan to continue to operate the business next month?	<b>Z</b> Í		
3.	Have you paid all of your bills on time?	<b>⊠</b>		
4.	Did you pay your employees on time?	☑		
5.	Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?		V	
6.	Have you timely filed your tax returns and paid all of your taxes?			<u></u>
7.	Have you timely filed all other required government filings?			<u></u>
8.	Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?	$\mathbf{V}$		
9.	Have you timely paid all of your insurance premiums?			
-	If you answer Yes to any of the questions in lines 10-18, attach an explanation and label it Exhibit B.		V	
	Do you have any bank accounts open other than the DIP accounts?		A	
	Have you sold any assets other than inventory?		<u> </u>	
12.	Have you sold or transferred any assets or provided services to anyone related to the DIP in any way?*** NOTE 1 ***		<u> </u>	
13.			<u> </u>	
14.			V	
	Have you borrowed money from anyone or has anyone made any payments on your behalf?		<b>☑</b>	
16.	Has anyone made an investment in your business?			400
Official	Form 425C Monthly Operating Report for Small Business Under Chapter 11	pag	e <b>1</b>	

006656

Debtor Na	Free Speech Systems LLC Case number 22-60	0043			
17.	Have you paid any bills you owed before you filed bankruptcy?			<b>A</b>	
18.	Have you allowed any checks to clear the bank that were issued before you filed bankruptcy?  *** NOTE 1 *** We provide consignment sales services to PQPR			Ā	
	2. Summary of Cash Activity for All Accounts				
19.	Total opening balance of all accounts			004.0	
	This amount must equal what you reported as the cash on hand at the end of the month in month. If this is your first report, report the total cash on hand as of the date of the filing of the		\$ <u>1</u>	,964,2	04
20.	Total cash receipts				
	Attach a listing of all cash received for the month and label it <i>Exhibit C</i> . Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit C</i> .				
	Report the total from <i>Exhibit C</i> here. \$	1,051,830+			
21.	Total cash disbursements				
	Attach a listing of all payments you made in the month and label it <i>Exhibit D</i> . List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of <i>Exhibit D</i> .	0.000.507.(			
	Report the total from <i>Exhibit D</i> here.	2,293,537			
22	Net cash flow				
22.	Subtract line 21 from line 20 and report the result here. This amount may be different from what you may have calculated as <i>net profit</i> .		+ \$ <u>-</u>	1,241,7	07
23.	Cash on hand at the end of the month				
	Add line 22 + line 19. Report the result here.		-	00 545	.00
	Report this figure as the cash on hand at the beginning of the month on your next operating	j report.	<b>=</b> \$ <u>/</u>	22,545	.00
	This amount may not match your bank account balance because you may have outstanding have not cleared the bank or deposits in transit.	g checks that			
	3. Unpaid Bills				
	Attach a list of all debts (including taxes) which you have incurred since the date you filed be have not paid. Label it <i>Exhibit E</i> . Include the date the debt was incurred, who is owed the m purpose of the debt, and when the debt is due. Report the total from <i>Exhibit E</i> here.				
24.	Total payables		\$ <u>5</u>	57,506	.00
	(Exhibit E)				

Debtor Name Free Speech Systems LLC

Case number\_22-60043

## 4. Money Owed to You

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it Exhibit F. Identify who owes you money, how much is owed, and when payment is due. Report the total from Exhibit F here.

\$ 178,995.00 25. Total receivables

(Exhibit F)

### 5. Employees

26. What was the number of employees when the case was filed?	54
27. What is the number of employees as of the date of this monthly report?	49

27. What is the number of employees as of the date of this monthly report?

#### 6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case?	\$	0.00
29. How much have you paid in professional fees related to this bankruptcy case since the case was filed?	\$	0.00
30. How much have you paid this month in other professional fees?	\$ <u>15</u>	0,000.00
31. How much have you paid in total other professional fees since filing the case?	\$_15	0,000.00

# 7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	Column A Projected	_	Column B Actual	=	Column C  Difference
	Copy lines 35-37 from the previous month's report.		Copy lines 20-22 of this report.		Subtract Column B from Column A.
32. Cash receipts	\$ 1,051,830 <b>£</b>	-	\$ 1,051,830 <b>£</b>	=	\$0.00
33. Cash disbursements	\$ 2,293,537 <b>£</b>	-	\$ 2,293,537 <b>£</b>	=	\$
34. Net cash flow	\$ <u>-1,241,707</u>	-	\$ <u>-1,241,53</u>	=	\$

35. Total projected cash receipts for the next month:

\$ 2,648,712

36. Total projected cash disbursements for the next month:

**-** \$ 1,353,745

37. Total projected net cash flow for the next month:

**=** \$ 1,294,967.

Debtor Name Free Speech Systems LLC

Case number 22-60043

## 8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- 38. Bank statements for each open account (redact all but the last 4 digits of account numbers).
- **☑** 39. Bank reconciliation reports for each account.
- 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- 41. Budget, projection, or forecast reports.
- ☐ 42. Project, job costing, or work-in-progress reports.

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TOTAL All Accounts		2,017,512.77	2,482,519.67	(2,691,236.99)	(208,717.32)	2,625,000.00	1.808.795.45
SEC BANK Deposits #8563		11.77					11.77
SEC BANK InfoWars #8621					•		
SEC BANK Payroll #8522		•	•			1 1	
SEC BANK Donations #8746						1 1	
SEC BANK Operations #8514		•			•	1 1	
<b>AXOS Legal</b> # 78901					,	300,000.00	
AXOS Infowars # 78893		6,125.44			•		6.125.44
AXOS Payroll #78927		16,616.78	3,724.00	(243,504.17)	(239,780.17)	325,000.00	101.836.61
AXOS Donations AXOS Payroll # 78885 # 78927		351,229.87	4,741.64	,	4,741.64	1 1	355.971.51
AXOS Operating # 78919		802,613.29	9,782.48	(2,447,732.82)	(2,437,950.34)	2,000,000.00 (125,000.00)	239,662,95
AXOS Deposits # 78877		840,915.62	2,464,271.55		2,464,271.55	(2,200,000.00)	1.105,187.17
	November 1 to November 30	Opening Balance	Cash Receipts	Cash Disbursements	Net Cash Flow	Transfers In Transfers Out	Cash on Hand



#### FORM 425C Exhibit E Total Payables

For various reasons, Free Speech Systems LLC has not kept its books on the accrual basis of accounting and as a result there is not a traditional accounts payable list available at this time. Free Speech Systems has kept books on the cash basis and virtually all bills are paid via ACH. We are including the invoices / bills paid / checks cleared from the 1st to the 15th of the following month as a reasonable estimate of our payables at the date of the report.

As of November 30, 2022

From	Amount	Due Date	From	Amount	Due Date
Surf Thru	20.00	12/1/2022	RMA Toll Road	475.75	12/8/2022
The Hartford	2,363.10	12/1/2022	Check #99266774	425.66	12/8/2022
Blue Ascension	46,960.01	12/1/2022	Spectrum	180.14	12/9/2022
Blue Ascension	49,999.99	12/1/2022	Waste Connections	2,099.92	12/9/2022
Lathem Time Corp	138.64	12/2/2022	Austin Security	4,237.99	12/9/2022
ACH Ops Expense	1,600.00	12/2/2022	Blue Ascension	4,900.00	12/9/2022
ACH Ops Expense	2,700.00	12/2/2022	Contract Production	8,950.00	12/9/2022
ACH Ops Expense	2,837.50	12/2/2022	Alex Jones CC Reimb	22,325.27	12/9/2022
ACH Ops Expense	3,000.00	12/2/2022	Employee Exp Reimb	15.66	12/9/2022
Austin Security	4,692.64	12/2/2022	Blue Ascension	50,000.00	12/9/2022
Austin Security	4,919.96	12/2/2022	B&H Video	238.91	12/9/2022
Authnet Gateway	6,096.00	12/2/2022	Edgecast Inc	5,863.00	12/9/2022
ACH Ops Expense	8,194.05	12/2/2022	Gracenote Media	123.58	12/9/2022
Air Supply of N TX	238.91	12/2/2022	Haivision	49,865.00	12/9/2022
ATX HD	20,671.00	12/2/2022	JIB Equipment	818.82	12/9/2022
Atomial LLC	25,200.00	12/2/2022	Stone Edge	970.00	12/9/2022
E Commerce CDN	27,270.00	12/2/2022	PQPR	5,000.00	12/9/2022
ACH Ops Expense	50,798.26	12/2/2022	PQPR	50,000.00	12/9/2022
Nutrascience	121,752.51	12/2/2022	PQPR	187,012.07	12/9/2022
Stone Edge	970.00	12/2/2022	Nutrascience	121,752.51	12/9/2022
PQPR	50,000.00	12/2/2022	Check # 99093634	216.44	12/9/2022
PQPR	5,000.00	12/2/2022	Hertz Toll Rd	24.45	12/12/2022
PQPR	116,486.01	12/2/2022	Quickbooks Online	213.20	12/12/2022
PQPR	127,518.40	12/2/2022	Verizon	535.06	12/12/2022
ACH Ops Expense	10.00	12/2/2022	Telecomm Grande	1,300.00	12/12/2022
Amazon	103.96	12/2/2022	ACH Ops Expense	3,394.69	12/12/2022
Hertz Austin	873.50	12/5/2022	Check 1007	225.00	12/12/2022
ADT Security	10.28	12/5/2022	Check 1006	475.00	12/12/2022
ADT Security	20.45	12/5/2022	Check 1004	706.25	12/12/2022
ADT Security	64.22	12/5/2022	Check 1002	718.75	12/12/2022
ADT Security	69.18	12/5/2022	Check 1005	1,512.50	12/12/2022
ADT Security	72.02	12/5/2022	WEBFILE Tax Pmt	3,817.56	12/13/2022
ADT Security	81.19	12/5/2022	WEBFILE Tax Pmt	4,915.54	12/13/2022
ADT Security	81.19	12/5/2022	WEBFILE Tax Pmt	10,857.23	12/13/2022
ADT Security	102.06	12/5/2022	WEBFILE Tax Pmt	12,081.77	12/13/2022
ADT Security	126.76	12/5/2022	Name.com	151.90	12/13/2022
DirectTV	208.43	12/5/2022	Check #99512212	18,269.20	12/13/2022
Google Ad Services	280.00	12/5/2022	Check # 99136700	67,521.44	12/13/2022
ADT Security	532.93	12/5/2022	WEBFILE Tax Pmt	2,875.94	12/14/2022
Quickbooks Online	642.27	12/5/2022	WEBFILE Tax Pmt	6,392.62	12/14/2022
ADT Security	830.10	12/5/2022	WEBFILE Tax Pmt	7,225.91	12/14/2022
ADT Security	1,411.18	12/5/2022	WEBFILE Tax Pmt	12,042.22	12/14/2022
Complete Controller	1,835.00	12/5/2022	Amazon - Supplies	267.78	12/14/2022
Check # 99393588	56.00	12/5/2022	Amazon - Supplies	170.70	12/15/2022
Check #99415135	570.00	12/5/2022	Amazon - Supplies	241.52	12/15/2022
Check # 99234248	92.95	12/8/2022	Orkin Pest Control	261.97	12/15/2022
			Amazon - Supplies	405.50	12/15/2022

1,359,575.07



# FORM 425C Exhibit F Total Receivables

Free Speech Systems LLC does not have traditional receivables from our customers. Virtually all our transactions happen via our on-line store and aggregated by our third party credit card processor. There is a lag between the transaction on the on-line store and the funding from our processor. Therefore, we don't have traditional customer receivables but have included our daily processor deposits from the 1st to the 5th of the following month as receivables

#### As of November 30, 2022

From	Amount	Due Date
Processor C	160,455.75	12/1/2022
Processor S	109,485.05	12/5/2022
	269,940.80	



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Operations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Operations

Commercial Checking Account Number Previous Balance
47 Deposits/Credits
122 Checks/Debits
Maintenance Fee
Interest Paid
Ending Balance

802,613.29 ,097,600.82 ,660,550.86 .30

239,662.95

Number of Enclosures 15
Statement Dates 11/01/22 thru 11/30/22
Days in the statement period 30
Avg Daily Ledger 293,655.21
Avg Daily Collected 293,453.26

SERVICE CHARGE ITEMIZATION

Description Item Fee in Service Charge Amount .30

Date	Description	Amount	
11/03 11/03 11/10 11/10 11/16 11/17 11/17	ACH Credit Back Item From DDA *8877,To DDA *8919 From DDA *8877,To DDA *8919 From DDA *8877,To DDA *8919 From DDA *8901,To DDA *8919 From DDA *8977,To DDA *8919 REVERSAL FREESPEECHOP CCD 122287250000663	3,724,00 100,000.00 200,000.00 400,000.00 300,000.00 1,000,000.00	



Page 2 78919

(Continued) Commercial Checking **DEPOSITS AND OTHER CREDITS** Amount Description FREESPEECHOP 3,724.00 20,000.00 20,000.00 11/22 ACH Credit Back Item 11/22 ACH Credit Back Item FREESPEECHOP 11/22 REVERSAL PPD 122287250000622 FREESPEECHOP 13.00 11/28 MyDeposit 11/28 MyDeposit 29.41 30.00 11/28 MyDeposit 35.91 11/28 MyDeposit 11/28 MyDeposit 60.73 68.98 11/28 MyDeposit 72.85 11/28 MyDeposit 11/28 85.00 MyDeposit 85.00 11/28 MyDeposit 100.00 11/28 MyDeposit 11/28 100.00 MyDeposit 100.00 11/28 MyDeposit 100.00 11/28 MyDeposit 11/28 101.55 MyDeposit 106.90 11/28 MyDeposit 121.84 11/28 MyDeposit 11/28 130.00 MyDeposit 134.80 11/28 MyDeposit 144.00 11/28 MyDeposit 149.80 11/28 MyDeposit 149.89 11/28 MyDeposit 151.35 11/28 MyDeposit 11/28 MyDeposit 160.00 167.70 11/28 MyDeposit 11/28 11/28 181.00 MyDeposit 190.00 MyDeposit 196.80 11/28 MyDeposit 11/28 11/28 200.00 MyDeposit MyDeposit 206.75 222.13 11/28 MyDeposit 229.54 11/28 11/28 MyDeposit MyDeposit 256.45 288.55 11/28 MyDeposit 11/28 MyDeposit 288.55 400.00 11/28 MyDeposit



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Commercial Checking

DEPOSITS	AND OTHER CREDITS	
Date	Description	Amount
11/28	MyDeposit	500.00
11/28	MyDeposit	500.00

CHECKS	ND WITHDRAWALS		
Date	Description	Amount	
10/31	SALE BLUE ASENSION LO CCD 021000027264708 FREE SPEECH SYSTEMS	49,999.99-	
11/01	Monthly FREESPEECHOP CCD 122287250000716 FREESPEECHOP	13.12-	
11/01	PURCHASE COMPLETECONTROLR PPD 091000017110340 FREE SPEECH SYSTEMS	150.00-	1777
11/01	Monthly FREESPEECHOP CCD 122287250000120 FREESPEECHOP	363.54-	
11/01	Monthly FREESPEECHOP CCD 122287250000103 FREESPEECHOP	373.46-	
11/01	Monthly FREESPEECHOP CCD 122287250000773 FREESPEECHOP	738.80-	
11/01	ORKIN PEST ORKIN WEB 021000023805874 FREE SPEECH SYSTEMS *O	785.91-	
11/01	5406790 Monthly FREESPEECHOP CCD 122287250000398 FREESPEECHOP	970.00-	
11/01	Monthly FREESPEECHOP CCD 122287250000112 FREESPEECHOP	3,724.00-	
11/01	Monthly FREESPEECHOP PPD 122287250000598 FREESPEECHOP	5,504.47-	
11/01	SALE AUSTIN SECURITY CCD 021000024955195	5,791.38-	



Page 4 78919

Commercial Checking (Continued) CHECKS AND WITHDRAWALS Description Amount FREE SPEECH SYSTEMS 11/01 WEBPAYMENT ADDSHOPPERSINC 5,978.00-WEB 091000017151129 ALEX JONES 11/01 PAYMENT City of Austin T 6,413.00-WEB 021000028106186 FREE SPEECH SYSTEMS LL 4722133167 NWTBCLSCIC THE HARTFORD 11/01 7,093.30-CCD 051000014695706 FREE SPEECH SYSTEMS 9,367.26-11/01 Monthly FREESPEECHOP CCD 122287250000114 FREESPEECHOP 16,378.64-FREESPEECHOP 11/01 monthly PPD 122287250000074 **FREESPEECHOP** 27,000.00-11/01 Monthly FREESPEECHOP CCD 122287250000749 FREESPEECHOP 27,270.00-11/01 SALE ECOMMERCE CDN LL CCD 021000025341453 FREE SPEECH SYSTEMS 82,501.19-11/01 Fees FREESPEECHOP PPD 122287250000186 FREESPEECHOP 33.88-11/02 monthly FREESPEECHOP CCD 122287250000424 FREESPEECHOP 278.41-11/02 MSInvoice DS WATERS OF AME WEB 042000016128720 Wendell M Schwartz 937914222078336 BILL PYMNT ACHIVR VISB 438.24-11/02 TEL 021000029876511 11/02 WEB\_PAY WASTE CONNECTION 4,199.84-WEB 021000021042294 WENDELL M SCHWARTZ 67125862103122 8,285.20-11/02 BILLING AUTHNET GATEWAY CCD 104000016774334



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Commercial Checking (Continued)

	ND WITHDRAWALS		
Date	Description	Amount	
	FREE SPEECH SYSTEMS, L		
11/02	monthly FREESPEECHOP PPD 122287250000417	50,000.00-	
11/02	FREESPEECHOP Monthly FREESPEECHOP CCD 122287250000394 FREESPEECHOP	52,907.19-	
11/03	PAYMENTS LATHEM TIME CORP CCD 062000019360318 FREE SPEECH SYSTEMS LL	138.64-	
11/03	PURCHASE COMPLETECONTROLR PPD 091000016953596 FREE SPEECH SYSTEMS	1,835.00-	
11/03	From DDA *8919, TO DDA *8927	125,000,00-	
11/03	Domestic Wire Transfer-DL Norman A Pattix 011103093 4392610957 383 Orange Street, First Floor New Haven, CT 06511 UNITED STA TD Bank 20221103MMQFMP9N000087 20221103MMQFMPYQ004257 11031201FT03	80,000.00-	
11/04	QBooks Onl 18004INTUIT CCD 021000029314672 FREE SPEECH SYSTEMS	684.91-	
11/04	Payment ATT WEB 031100201585791 Free speech systems 103476003GLB2B	2,567.49-	
11/04	monthly FREESPEECHOP PPD 122287250000118 FREESPEECHOP	3,000.00-	
11/04	monthly FREESPEECHOP PPD 122287250000116 FREESPEECHOP	3,200.00-	
11/04	monthly FREESPEECHOP CCD 122287250000122 FREESPEECHOP	7,500.00-	



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Commerci	al Checking	(Continued)	
	ND WITHDRAWALS		
Date	Description	Amount	
11/04	monthly FREESPEECHOP CCD 122287250000120 FREESPEECHOP	15,998.00-	
11/04	Monthly FREESPEECHOP CCD 122287250000109 FREESPEECHOP	49,988.58-	
11/04	monthly FREESPEECHOP PPD 122287250000104 FREESPEECHOP	50,000.00-	
11/04	Weekly FREESPEECHOP CCD 122287250000127 FREESPEECHOP	55,000.00-	
11/04	weekly FREESPEECHOP CCD 122287250000106 FREESPEECHOP	109,300.00-	
11/07	WEB_PAY WASTE CONNECTION WEB 021000023962426 WENDELL M SCHWARTZ 67596190110322	2,099.92-	
11/08	BUS INSUR TRAVELERS CCD 021000023673538 FREE SPEECH SYSTEMS, L	2,275.06-	
11/09	SPECTRUM SPECTRUM PPD 021000023812368 FREE SPEECH SYSTEMS LL	180.14-	
11/09	monthly FREESPEECHOP PPD 122287250000244 FREESPEECHOP	3,500.00-	
11/09	monthly FREESPEECHOP CCD 122287250000242 FREESPEECHOP	5,863.00-	
11/09	monthly FREESPEECHOP PPD 122287250000240 FREESPEECHOP	7,000.00-	
11/09	SALE BLUE ASENSION LO CCD 021000024929450 FREE SPEECH \$YSTEMS	11,960.01-	
11/09	SALE BLUE ASENSION LO CCD 021000024929448 FREE SPEECH \$YSTEMS	49,999.99-	



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Commerci	al Checking	(Continued)	
	ND WITHDRAWALS		
Date	Description	Amount	
11/10	PAYMENT ADT PPD 101000695745383 FREE SPEECH SYSTEMS	9.44-	
11/10	PAYMENT ADT PPD 101000695745392 FREE SPEECH SYSTEMS	10.28-	
11/10	PAYMENT ADT PPD 101000695745389 FREE SPEECH SYSTEMS	20.45-	
11/10	PAYMENT ADT PPD 101000695745398 FREE SPEECH SYSTEMS	20.45-	
11/10	PAYMENT ADT PPD 101000695745382 FREE SPEECH SYSTEMS	58.94-	
11/10	PAYMENT ADT PPD 101000695745391 FREE SPEECH SYSTEMS	64.22-	
11/1.0	PAYMENT ADT PPD 101000695745381 FREE SPEECH SYSTEMS	66.08-	
11/10	PAYMENT ADT PPD 101000695745387 FREE SPEECH SYSTEMS	69.18-	
11/1.0	PAYMENT ADT PPD 101000695745396 FREE SPEECH SYSTEMS	69.18-	
11/1.0	PAYMENT ADT PPD 101000695745390 FREE SPEECH SYSTEMS	72.02-	
11/1.0	PAYMENT ADT PPD 101000695745386 FREE SPEECH SYSTEMS	102.06-	
11/10	PAYMENT ADT PPD 101000695745395 FREE SPEECH SYSTEMS	102.06-	
11/10	PAYMENT ADT PPD 101000695745384 FREE SPEECH SYSTEMS	126.76-	
11/10	PAYMENT ADT PPD 101000695745393	126.76-	



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Commercial Checking

Commerci	ial Checking	(Continued)	
HECKSA	ND WITHDRAWALS	是1000年7月20日度以2011年1月20日度1日日本省本東大学	
Date	Description	Amount	
and remarks the same and the	FREE SPEECH SYSTEMS		Management of the Management o
11/10	PAYMENT ADT	830.10-	
	PPD 101000695745388	2.5.3.75	
	FREE SPEECH SYSTEMS		
11/10	PAYMENT ADT	830.10-	
	PPD 101000695745397		
	FREE SPEECH SYSTEMS		
11/10	PAYMENT ADT	1,411.18-	
	PPD 101000695745385	, and the second second	
	FREE SPEECH SYSTEMS		
11/10	PAYMENT ADT	1,411.18-	
	PPD 101000695745394		
	FREE SPEECH SYSTEMS		
11/10	monthly FREESPEECHOP	44,094,34-	
	CCD 122287250000531		
	FREESPEECHOP		
11/14	PURCHASE COMPLETECONTROLR	93.75-	
There was a	PPD 091000013860061		
	FREE SPEECH SYSTEMS		
11/14	QBooks Onl 18004INTUIT	213.20-	
	CCD 021000023391252		
	FREE SPEECH SYSTEMS LL		
11/14	SERVICES GOOGLE	280.00-	
	CCD 091000013199402		
	Free Speech Systems, L		
11/14	SALE AUSTIN SECURITY	1,353.13-	
	CCD 021000028468290		
	FREE SPEECH SYSTEMS	p several rates	
11/14	INSUR CLM PLIC-SBD	5,344.17-	
	CCD 091000013124406		
	Axos Operations	2 222 22	
11/14	SALE AUSTIN SECURITY	5,829.26-	
	CCD 021000028468292		
	FREE SPEECH SYSTEMS	24 700 00	
11/14	Monthly FREESPEECHOP	24,700.00-	
	PPD 122287250000066		
5270 1020 22	FREESPEECHOP	2 102 27	
11/1.5	Expenses FREESPEECHOP	2,192.33-	
	PPD 122287250000045		
	FREESPEECHOP		



FREE SPEECH SYSTEMS

PPD 122287250000700

FREESPEECHOP

monthly

11/18

Date 11/30/22 Primary Account Page 9 78919

	ial Checking	(Continued)	
	ND WITHDRAWALS		
Date	Description	Amount	
11/15	WEBPAYMENT ADDSHOPPERSINC WEB 091000012223915 FREE SPEECH SYSTEMS	2,989.00-	
11/15	Monthly FREESPEECHOP PPD 122287250000035 FREESPEECHOP	50,000.00-	
11/15	Weekly FREESPEECHOP CCD 122287250000040 FREESPEECHOP	55,000.00-	
11/15	Weekly FREESPEECHOP CCD 122287250000037 FREESPEECHOP	254,050.00-	
11/16	SALE BLUE ASENSION LO CCD 021000021328725 FREE SPEECH SYSTEMS	25,040.01-	
11/16	SALE BLUE ASENSION LO CCD 021000021328723 FREE SPEECH SYSTEMS	49,999.99-	
11/16	Monthly FREESPEECHOP CCD 122287250000549 FREESPEECHOP	52,631.26~	
11/18	DBT CRD 1011 11/17/22 82785204 EAGLE TOWING AND RECOV AUSTIN TX C#0837	183.00-	
11/18	PURCHASE COMPLETECONTROLR PPD 091000018897820 FREE SPEECH SYSTEMS	206.25-	
11/18	SALE AUSTIN SECURITY CCD 021000023565532 FREE SPEECH SYSTEMS	3,657.25-	
11/1.8	SALE AUSTIN SECURITY CCD 021000023565534 FREE SPEECH SYSTEMS	5,185.18-	
11/1.8	monthly FREESPEECHOP PPD 122287250000714 FREESPEECHOP	20,000.00-	
11/1.8	SALE BLUE ASENSION LO CCD 021000023568231	31,140.00-	

41,617.74-



Commercial Checking

Commerci	at checking	(continued)		
CHECKS A	ND WITHDRAWALS	All the second s		
Date	Description	Amount		
-	FREESPEECHOP	THE RESERVE OF THE PROPERTY OF	The state of the s	
11/18	Monthly FREESPEECHOP CCD 122287250000693 FREESPEECHOP	90,053.00-		
11/18	monthly FREESPEECHOP CCD 122287250000706 FREESPEECHOP	212,677.98-		
11/18	monthly FREESPEECHOP CCD 122287250000712 FREESPEECHOP	508,265.00-		
11/21	DBT CRD 1557 11/18/22 90301375 COVERT CHEVROLET OF HU HUTTO TX C#0837	352.32-		
11/21	PAYMENT City of Austin T WEB 021000023631651 FREE SPEECH SYSTEMS LL	16,736.02-		
name rame	5424584569			
11/23	PRINT CHRG SUPERIOR PRESS PPD 091000012903496 FREE SPEECH SYSTEMS,	199.27-		
11/23	RECRD MGMT IRON MOUNTAIN CCD 021000025816842 WENDELL *M SCHWARTZ	340.06-		
11/23	PRINT CHRG SUPERIOR PRESS PPD 091000012903497 FREE SPEECH SYSTEMS,	396.84-		
11/23	SALE BLUE ASENSION LO CCD 021000022371006 FREE SPEECH SYSTEMS	1,800.01-		
11/23	Payment ATT PPD 031100205645117	2,751.56-		
11/23	Free speech systems monthly FREESPEECHOP PPD 122287250000624 FREESPEECHOP	20,000.00		
11/23	SALE BLUE ASENSION LO CCD 021000022371004 FREE SPEECH SYSTEMS	49,999.99-		
11/25 11/28	ACH Chargeback PHONECHECK HASTINGSHUMANS TEL 091000014960165	20,000.00- 169.95-		



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Commercial Checking

Date	Description	Amount	
11/28	PHONECHECK HASTINGSHUMANS TEL 091000014960158	9,154.02-	
11/30	Debit Card Rush Order	50.00-	
11/30	ORKIN PEST ORKIN WEB 021000028492713 FREE SPEECH SYSTEMS *O 2366061	261.97-	
11/30	MSInvoice DS WATERS OF AME PPD 042000011184648 Wendell M Schwartz	643.85-	
11/30	Service Charge	.30-SC	

CHECKS IN SERIAL NUMBER OR	DER Amount Date Check No	Amount
11/07 99000758 11/09 99004724* 11/09 99019411* 11/14 99212994* 11/14 99240371* 11/10 99240504* 11/15 99527498* 11/14 99549738*	100.79 11/25 99556681* 44.78 11/28 99745491* 42.04 11/28 9988566* 218.89 11/29 9988651* 239.82 11/25 99895633* 17.19 11/25 99895803* 58.98 11/14 99995014* 18,754.27	65.66 40.04 56.33 98.02 17.29 497.26 71,597.80

DAILY BALAN	ICE INFORMATION	(1) 10 10 10 10 10 10 10 10 10 10 10 10 10		
Date	Balance Date	Balance Date	Balance	
11/01 11/02 11/03 11/04 11/07 11/08 11/09	552,197.23 11/10 436,054.47 11/14 332,804.83 11/15 35,565.85 11/16 33,365.14 11/17 31,090.08 11/18 47,499.88- 11/21	502,988.15 11/22 374,363.86 11/23 10,073.55 11/25 182,402.29 11/28 1,226,496.63 11/29 313,511.23 11/30 296,422.89	340,146.89 264,659.16 244,078.95 240,717.09 240,619.07 239,662.95	

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*





FREE SPEECH SYSTEMS, LLC Case 22-60043, Deposit 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Deposit

Commercial Checking
Account Number
Previous Balance
18 Deposits/Credits
6 Checks/Debits
Mairtenance Fee
Interest Paid
Ending Balance

Ending Balance

840,915.62 2,464,271.55 2,200,000.00 .00 .00 1,105,187.17 Number of Enclosures 0 Statement Dates 11/01/22 thru 11/30/22 Days in the statement period 30 Avg Daily Ledger 972,891.50 Avg Daily Collected 972,891.50

EPOSITS Date	AND OTHER CREDITS Description	Amount	
11/01	Wire Transfer Credit	296,501.49	
11/02	91362-4344 US CA 20221101B6B7HU3R010191 20221101MMQFMP9N000181 11011230FT03 Wire Transfer Credit	52,787.32	
	VENDOR PAYMENT 202211028687HU2R009482		



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Commerci	al Checking	(Continued)	
	AND OTHER CREDITS		
Date	Description 20221102MMQFMP9N000187 11021306FT03	Amount	
11/03	Wire Transfer Credit	103,967.42	
	91362-4344 US CA 20221103B6B7HU4R009678 20221103MMQFMP9N000115 11031206FT03		
11/04	Wire Transfer Credit	132,173.49	
	91362-4344 US CA 20221104B6B7HU2R009553 20221104MMQFMP9N000129 11041229FT03		
11/07	Wire Transfer Credit	166,259.43	
	91362-4344 US CA 20221107B6B7HU4R015307 20221107MMQFMP9N000310 11071654FT03		
11/08	wire Transfer Credit	227,856.35	
	91362-4344 US CA 20221108B6B7HU4R014032 20221108MMQFMP9N000318 11081713FT03		
11/09	wire Transfer Credit	47,698.90	
	91362-4344 US CA 20221109B6B7HU2R013415		



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Commerci	al Checking	(Continued)	
DEPOSITS A	AND OTHER CREDITS Description	Amount	
11/1.0	20221109MMQFMP9N000250 11091526FT03 Wire Transfer Credit	76,586.64	
11/1.4	91362-4344 US CA 20221110B6B7HU1R015504 20221110MMQFMP9N000311 11101607FT03 Wire Transfer Credit	111,790,76	
11/16	91362-4344 US CA 20221114B6B7HU4R022606 20221114MMQFMP9N000377 11141609FT03 wire Transfer Credit	262,779.77	
11/1.7	91362-4344 US CA 20221116B6B7HU1R015967 20221116MMQFMP9N000332 11161703FT03 Wire Transfer Credit	79,661.66	
11/18	91362-4344 US CA 20221117B6B7HU4R016369 20221117MMQFMP9N000294 11171704FT03 Wire Transfer Credit 4 91362-4344 US CA 20221118B6B7HU1R017780	31,632.62	



Page 78877

Commerci	al Checking	(Continued)	
	AND OTHER CREDITS		
Date	Description 20221118MMQFMP9N000408 11181734FT03	Amount	
11/21	Wire Transfer Credit	124,767.83	
	91362-4344 US CA 20221121B6B7HU1R014661 20221121MMQFMP9N000279 11211556FT03		
11/22	Wire Transfer Credit	135,566.52	
11/25	91362-4344 US CA 20221122B6B7HU2R013297 20221122MMQFMP9N000265 11221500FT03 Wire Transfer Credit	199,992.32	
	91362-4344 US CA 20221125B6B7HU2R012118 20221125MMQFMP9N000120		
11/28	11251155FT03 Wire Transfer Credit	114,920.67	
town broken	91362-4344 US CA 20221128B6B7HU3R014166 20221128MMQFMP9N000312 11281545FT03		
11/29	Wire Transfer Credit	184,562.00	
	91362-4344 US CA 20221129B6B7HU1R010944		



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Commercial Checking (Continued)

Date	Description	Amount
11/30	20221129MMQFMP9N000179 11291308FT03 Wire Transfer Credit 91362-4344 US CA 20221130B6B7HU3R021403 20221130MMQFMP9N000212 11301300FT03	114,766.36

MINISTER MORNEY	ND WITHDRAWALS		
Date	Description	Amount	
11/03	From DDA *8877, To DDA *8919	100,000.00-	
11/10	From DDA *8877, To DDA *8919	200,000.00-	
11/10	From DDA *8877, To DDA *8919	400,000.00-	
11/16	From DDA *8877, To DDA *8901	300,000.00-	
11/17	From DDA *8877. TO DDA *8927	200,000.00-	
11/17	From DDA *8877, To DDA *8919	1,000,000.00-	

DAILY BALAN	ICE INFORMATION				
Date	Balance	Date	Balance D	ate	Balance
11/01 11/02 11/03 11/04 11/07 11/08	1,137,417.11 1,190,204.43 1,194,171.85 1,326,345.34 1,492,604.77 1,720,461.12	11/09 11/10 11/14 11/16 11/17 11/18	1,768,160.02 1 1,244,746.66 1 1,356,537.42 1 1,319,317.19 1 198,978.85 1 230,611.47	1/21 1/22 1/25 1/28 1/29 1/30	355,379.30 490,945.82 690,938.14 805,858.81 990,420.81 1,105,187.17

\*\*\* END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Donations 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Donations

Commercial Checking Account Number Previous Balance 39 Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance	351,229.87 4,741.64 .00 .00 .00 355,971.51	Number of Enclosures Statement Dates 11/01/22 th Days in the statement period Avg Daily Ledger Avg Daily Collected	
--	---	--	--

DEPOSITS	AND OTHER CREDITS		
Date	Description	Amount	
11/28	MyDeposit	8.00	
11/28	MyDeposit	10.00	
11/28	MyDeposit	10.04	
11/28	MyDeposit	20.00	
11/28	MyDeposit	25.00	
11/28	MyDeposit	50.00	



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Commerc	ial Checking	(Continued)		
DEPOSITS	AND OTHER CREDITS			
Date	Description	Amount		navel i san
11/28	MyDeposit	50.00		
11/28	MyDeposit	50.00		
11/28	MyDeposit	56.00		
11/28	MyDeposit	60.00		
11/28	MyDeposit	65.00		
11/28	MyDeposit	65.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	100.00		
11/28	MyDeposit	140.00		
11/28	MyDeposit	150.00		
11/28	MyDeposit	177.60		
11/28	MyDeposit	250.00		
11/28	MyDeposit	300.00		
11/28	MyDeposit	300.00		
11/28	MyDeposit	400.00		
11/28	MyDeposit	400.00		
11/28	MyDeposit	1,000.00		

DAILY BALAN	CE INFORMATION		
Date	Balance	Date	Balance
11/01	351,229.87	11/28	355,971.51

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Legal 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Legal

Commercial Checking Account Number Previous Balance 1 Deposits/Credits 1 Checks/Debits Maintenance Fee Interest Paid Ending Balance

300,000.00 300,000.00 .00

Number of Enclosures 0
Statement Dates 11/01/22 thru 11/30/22
Days in the statement period 30
Avg Daily Ledger .00
Avg Daily Collected .00

**DEPOSITS AND OTHER CREDITS** 

Description

Amount

11/16

From DDA \*8877, To DDA \*8901 300,000.00

CHECKS AND WITHDRAWALS Date

Description Amount

From DDA \*8901, To DDA \*8919 300,000.00-11/16

DAILY BALANCE INFORMATION

Balance Date Balance Date 11/01 .00 .00



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Payroll 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Payroll

Commercial Checking Account Number Previous Balance 3 Deposits/Credits 5 Checks/Debits Maintenance Fee Interest Paid Ending Balance

16,616.78 328,724.00 243,504.17 .00 .00 101,836.61 Number of Enclosures 0 Statement Dates 11/01/22 thru 11/30/22 Days in the statement period 30 Avg Daily Ledger 65,535.44 Avg Daily Collected 65,535.44

EPOSITS	AND OTHER CREDITS	
Date	Description	Amount
11/03	From DDA *8919, To DDA *8927	125,000.00
11/15	ACH Credit Back Item	3,724.00
11/17	From DDA *8877, To DDA *8927	200,000.00

Date	Description	Amount	
11/04	Payroll FREESPEECHPAYR PPD 122287250000362 FREESPEECHPAYR	2,651.74-	
11/04	Payroll FREESPEECHPAYR PPD 122287250000359 FREESPEECHPAYR	118,273.54-	



Commerc	ial Checking	(Continued)	
CHECKS A	ND WITHDRAWALS		
Date	Description	Amount	
11/09	monthly FREESPEECHPAYR CCD 122287250000276 FREESPEECHPAYR	3,724.00-	
11/18	Payroll FREESPEECHPAYR PPD 122287250000390 FREESPEECHPAYR	2,651.72-	
11/18	Payroll FREESPEECHPAYR PPD 122287250000387 FREESPEECHPAYR	116,203.17-	

DAILY BALANCE INFORMATION						
Date	Balance Date	e	Balance Date	Balance		
11/01 11/03 11/04	16,616.78 11/0 141,616.78 11/1 20,691.50 11/1	09 15 17	16,967.50 11/18 20,691.50 220,691.50	101,836.61		

<sup>\*\*\*</sup> END OF STATEMENT \*\*\*



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FREE SPEECH SYSTEMS, LLC Case 22-60043, Infowars 3019 ALVIN DEVANE BLVD, SUITE 230 AUSTIN TX 78741

Account Title:

FREE SPEECH SYSTEMS, LLC Case 22-60043, Infowars

Commercial Checking Account Number Previous Balance Deposits/Credits Checks/Debits Maintenance Fee Interest Paid Ending Balance

6,125.44 .00 .00 .00 .00 6,125.44 Number of Enclosures
Statement Dates 11/01/22 thru 11/30/22
Days in the statement period
Avg Daily Ledger
Avg Daily Collected 6,125.44

DAILY BALANCE INFORMATION
Date
Balance
11/01
6,125.44

\*\*\* END OF STATEMENT \*\*\*

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re:	§	
	§	Chapter 11
Free Speech Systems LLC,	§	
	§	Case No. 22-60043 (CML)
Debtor.	§	

# PQPR HOLDINGS LIMITED, LLC'S SUPPLEMENTAL OBJECTION TO SUBCHAPTER TRUSTEE'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING RETENTION OF M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE SUBCHAPTER V TRUSTEE

PQPR LIMITED, LLC ("<u>PQPR</u>") submits this Supplemental Objection to Subchapter V Trustee's Motion for Entry of an Order Authorizing Retention of M3 Advisory Partners, LP as Financial Advisor to the Subchapter V Trustee (the "<u>M3 Application</u>") as follows:

# I. INTRODUCTION

1. The Subchapter V Trustee (the "<u>Trustee</u>") has requested authority to retain M3 Advisory Partners, LP ("<u>M3</u>") as a financial advisor to the Debtor [Docket No. 282]. PQPR, a secured creditor of the Debtor, filed a limited objection to M3's retention [Docket No. 305] on several bases, including the failure to provide a budget or cap the fees and expenses incurred by M3. The undersigned counsel has conferred with the Trustee's counsel regarding PQPR's objections, and counsel indicated that the Trustee is unwilling to voluntarily provide a budget or agree to a cap on M3's fees and expenses. This effectively gives M3 a blank check this Debtor cannot afford.

#### II. ISSUES WITH THE M3 APPLICATION

# A. Inconsistencies Regarding Approval under § 328 or § 330

- 2. The Trustee has stated that a budget or cap is not necessary because M3's fees will be submitted to the Court for approval and interested parties can object at that time. However, the M3 Application, the Declaration of Brian Griffith in support of the M3 Application (the "Griffith Declaration"), and the M3 Engagement Letter are not clear on that issue. The Trustee's counsel's statement and the following portions of the M3 Application and the Griffith Declaration indicate that M3 will seek compensation for its services pursuant to Bankruptcy Code § 330, which provides the after-the-fact determination of "reasonable compensation for actual, necessary services."
  - "M3 intends to apply to the Court for allowance of compensation and reimbursement of expenses for advisory support services in accordance with the terms and conditions set forth in the Engagement Letter (the "Fee and Expense Structure") as well as the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court." M3 Application at ¶ 14 (emphasis added).
  - "M3 shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code, and applicable provisions of the Bankruptcy Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court." Griffith Declaration at ¶ 10 (emphasis added).
- 3. However, other portions of the M3 Application and the M3 Engagement Letter indicate that M3's compensation will be subject to Bankruptcy Code § 328, and due and payable within 15 days of the Trustee's receipt of M3's invoices.
  - "Section 327(a) authorizes the retention of M3 as financial advisor for the Trustee **to be compensated in accordance with § 328** as set forth herein and in the Engagement Agreement." M3 Application at ¶ 22 (emphasis added).
  - "As compensation for providing the Services hereunder, M3 shall be entitled to **non-refundable professional fees based on the actual hours** incurred by M3 personnel...." M3 Engagement Letter § 4(i) (emphasis added).

- "M3 shall deliver to the Client an invoice for the Service Fees (as reduced by such discount) on a monthly basis and the Debtor shall pay to M3 the amount invoiced for the relevant period in accordance with the provisions of Section 4(b) below." M3 Engagement Letter § 4(i) (emphasis added).
- "All amounts owing hereunder shall, subject to approval of the Court, be due and payable by wire transfer of immediately available funds in accordance with instructions from time to time provided by M3 within 15 days following receipt of the invoice therefor, except that the Deferred Fees shall be payable from available funds without any requirement of further invoice promptly upon approval of the Court following the successful conclusion of the Debtor's bankruptcy proceeding." M3 Engagement Letter § 4(b) (emphasis added).
- "Unless expressly stated otherwise in the relevant invoice, none of the amounts invoiced by M3 from time to time with respect to the Engagement shall be contingent upon, or in any way tied to the delivery of, any reports or other work product in the future, nor upon the outcome of any case or matters. M3 Engagement Letter § 4(c) (emphasis added).
- 4. Despite the inconsistencies in the M3 Application, Griffith Declaration, and M3 Engagement Letter, it appears that M3 expects that its fees and expenses will be paid on a monthly basis without the Court's ability to adjust the amounts owed using a § 330 analysis ("M3 shall be entitled to **non-refundable professional fees based on the actual hours** incurred"). Clarity on this question is essential because "[o]nce the bankruptcy court has approved a rate or means of payment, ... the court cannot on the submission of the final fee application instead approve a 'reasonable' fee under § 330(a), unless the bankruptcy court finds that the original arrangement was improvident due to unanticipated circumstances as required by § 328(a)." *In re Tex. Sec., Inc.,* 218 F.3d 443, 445–46 (5th Cir.2000).

#### B. Failure to Meet § 328 Burden

5. The party filing an application to employ has the burden to prove that the professional should be retained. The Court, "in its duties as a gatekeeper, must have a sufficiently strong record when deciding whether to approve a professional under § 328(a)." *In re Energy* 

Partners, Ltd., 409 B.R. 211, 225 (Bankr. S.D. Tex. 2009). In *In re Energy Partners*, Judge Bohm employed the non-exclusive factors utilized by the Delaware Bankruptcy Court<sup>1</sup> and explained:

...§ 328 applications require particularly close scrutiny at the outset because the money paid to these professionals will be even more difficult, if not virtually impossible, to disgorge once distributed.... [T]he Court should, under § 328, make a preemptive determination of the benefit that the professionals' services will provide the estate. This task is difficult because ... when determining whether to approve a professional who seeks to be paid pursuant to § 328, the Court must predict whether, and to what extent, a professional will be able to provide a tangible, identifiable, and material benefit to the estate. For the Court to make such an assessment, the parties must make a sufficient record as to what tangible, identifiable, and material benefits the services of the proposed professionals will provide to the estate.

*Id.* at 229 (internal citations omitted). The M3 Application, Griffith Declaration, and M3 Engagement Letter provide only conclusory statements as to why it should be retained by the Trustee.

#### C. Inconsistencies with Previously Established Procedures

6. On September 30, 2022, the Court entered an *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [Docket No. 202] (the "Interim Compensation Order"), which set forth requirements for interim compensation and reimbursement of expenses for "the professionals specifically retained pursuant to an order of the Court … and the subchapter v trustee and her professionals (collectively, the "Retained Professionals")…," "except as otherwise provided in an order of the Court authorizing the

<sup>&</sup>lt;sup>1</sup> The non-exclusive factors established by the Delaware Bankruptcy Court include: "(1) whether terms of an engagement agreement reflect normal business terms in the marketplace; (2) the relationship between the Debtor and the professionals, i.e., whether the parties involved are sophisticated business entities with equal bargaining power who engaged in an arms-length negotiation; (3) whether the retention, as proposed, is in the best interests of the estate; (4) whether there is creditor opposition to the retention and retainer provisions; and (5) whether, given the size, circumstances and posture of the case, the amount of the retainer is itself reasonable, including whether the retainer provides the appropriate level of "risk minimization," especially in light of the existence of any other "risk-minimizing" devices, such as an administrative order and/or a carve-out." *In re Insilco Techs.*, *Inc.*, 291 B.R. 628, 633 (Bankr.D.Del.2003).

retention of a particular professional." The Interim Compensation Order allowed for monthly compensation of Retained Professional upon submission of a Monthly Fee Statement containing an invoice with fee and expense detail. It also set an Objection Deadline that is 14 days after service of the Monthly Fee Statement and provided for a hold-back of the greater of 20% of the requested fees or the aggregate amount of fees subject to an unresolved objection.

- 7. M3 proposes that it submit monthly invoices to the Trustee monthly for its hourly fees and expenses, which must be paid within 15 days of receipt and are non-refundable. Although the M3 Engagement Letter uses the words "subject to approval of the Court," it is unclear at what point the Trustee/M3 will seek such approval and if the payments are subject to objections. It is unlikely that 15 days is sufficient time for parties in interest to review the application and lodge any objections and for the Court to hold a hearing (if necessary) and approve the application.
- 8. Additionally, the M3 Engagement Letter states: "All amounts owing hereunder shall, subject to approval of the Court, be due and payable by wire transfer of immediately available funds in accordance with instructions from time to time provided by M3 within 15 days following receipt of the invoice therefor, except that the Deferred Fees shall be payable from available funds without any requirement of further invoice promptly upon approval of the Court following the successful conclusion of the Debtor's bankruptcy proceeding." M3 Engagement Letter § 4(b). "Deferred Fees" is not defined anywhere in the M3 Application or M3 Engagement Letter. It is unclear what fees M3 proposes to be paid without further Court approval.

# D. Inconsistencies with Interim Cash Collateral Orders and Budget

9. PQPR holds a security interest in all of Debtor's assets. Thus, all assets are PQPR's cash collateral that cannot be utilized without PQPR's permission or Court order. This includes the payment of professional fees. The *Sixth Interim Order Authorizing Debtor's Use of Cash* 

Collateral and Providing Partial Adequate Protection for the period of November 26 – December 23, 2022 [Docket No. 287] authorizes Debtor's use of PQPR's cash collateral to pay items set forth in the budget attached to the order. A hearing to extend the cash collateral order is scheduled for December 19, 2022. The Debtor's CRO has provided PQPR with a new proposed four-week cash collateral budget, and PQPR anticipates reaching an agreement on the use of cash collateral strictly as provided in the proposed budget. The budget provides for payment of professional fees as follows:

				CURI	RENT 4 WEEK BU	JDGET
	Week Number	12/24/2022- 12/30/2022 22	12/31/2022- 1/06/2023 1	1/07/2023- 1/13/2023 2	1/14/2023- 1/20/2023 3	Total
Professional Fees						
CRO Fees		=	(50,000.00)	-	-	(50,000.00)
Trustee Fees		(15,000.00)	-	(15,000.00)	-	(30,000.00)
Trustee Counsel		(15,000.00)	-	(15,000.00)	-	(30,000.00)
Legal Fees - Reynal		-	(21,630.00)	=	-	(21,630.00)
Ray Battaglia			(30,000.00)			(30,000.00)
<b>Total Professional Fees</b>		(30,000.00)	(101,630.00)	(30,000.00)		(161,630.00)

This budget does not contain much, if any, "fat" to pay M3. PQPR objects to any payments to M3 unless and until the payments are included in the cash collateral budget, agreed to by PQPR, or ordered by the Court.

#### III. CONCLUSION

10. PQPR's objection to the M3 Application is two-fold. First, PQPR objects to any "pre-approval" of M3's compensation under Bankruptcy Code § 328 and to any "non-refundable" payments. Second, PQPR objects to the use of its cash collateral to pay M3 unless such payments are provided for in the cash collateral budget and subject to a cap in any future cash collateral orders.

11. Therefore, PQPR requests that the Court deny the M3 Application as presented. To the extent M3's retention is approved, PQPR asks that the Court order the Trustee and M3 to provide sort of cap and/or budget for M3's fees and expenses, and that M3's retention is subject to the terms of the Interim Compensation Order and Bankruptcy Code § 330, such that M3 must demonstrate that the fees and expenses represent reasonable compensation for actual, necessary services.

Dated: December 16, 2022 Respectfully submitted,

By: /s/ Stephen W. Lemmon

Stephen W. Lemmon
Texas Bar. No. 12194500
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ATTORNEYS FOR PQPR HOLDINGS LIMITED, LLC

# **CERTIFICATE OF SERVICE**

I hereby certify that on December 16, 2022, a true and correct copy of the foregoing instrument was served via this Court's ECF notification system upon all parties registered to receive electronic notice of filings in this case.

/s/ Stephen W. Lemmon
Stephen W. Lemmon

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

In re:	§	
	§	Chapter 11
Free Speech Systems LLC,	§	
	§	Case No. 22-60043 (CML)
Debtor.	§	

# PQPR HOLDINGS LIMITED, LLC'S AMENDED WITNESS AND EXHIBIT LIST FOR DECEMBER 19, 2022 HEARING

PQPR Holdings Limited, LLC ("PQPR"), the secured creditor of the Debtor and a party-in-interest, respectfully submits this Witness and Exhibit List for the hearing scheduled for December 19, 2022:

#### WITNESS LIST

- 1. Robert Roe
- 2. David Jones
- 3. Melissa Haselden, Subchapter V Trustee
- 4. Any witness identified by any other party

#### **EXHIBIT LIST**

Exhibit No.	Description
PQPR-1	PQPR August 13, 2020 Note, Exh 4 to Dkt. No. 26
PQPR-2	Security Agreement, Exh 5 to Dkt. No. 26
PQPR-3	PQPR November 10, 2021 Note, Exh 6 to Dkt. No. 26
PQPR-4	PQPR UCC-1 Financing Statement, Exh 7 to Dkt. No. 26
PQPR-5	PQPR Forbearance Term Sheet, Exh 8 to Dkt. No. 26
PQPR-6	13 Week Budget, Exh 9 to Dkt. No. 26
PQPR-7	Interim Cash Collateral Budget, Exh 10 to Dkt. No. 26
PQPR-8	2 <sup>nd</sup> Interim Cash Collateral Order and Budget, Dkt. No. 98
PQPR-9	3 <sup>rd</sup> Interim Cash Collateral Order and Budget, Dkt. No. 151
PQPR-10	PQPR Proof of Claim, Claim No. 11
PQPR-11	Sub V Trustee's Motion to Retain M3 Advisory Partners, LP, Dkt. No. 282
PQPR-11	4 <sup>th</sup> Interim Cash Collateral Order and Budget, Dkt. No. XXX
PQPR-12	4 Week Budget 2022.12.24-2023.01.02
	Any exhibits offered by any other party

Dated: December 16, 2022 Respectfully submitted,

STREUSAND, LANDON & OZBURN, LLP

By: /s/Stephen W. Lemmon
Stephen W. Lemmon

Texas Bar. No. 12194500 STREUSAND, LANDON, OZBURN & LEMMON, LLP 1801 S. MoPac Expressway, Suite 320 Austin, Texas 78746 Telephone: (512) 236-9900 Facsimile: (512) 236-9904 lemmon@slollp.com ATTORNEYS FOR

PQPR HOLDINGS LIMITED, LLC

#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served on counsel for Debtor, Debtor, and all parties receiving or entitled to notice through CM/ECF on this  $16^{th}$  day of December, 2022.

/s/ Stephen W. Lemmon
Stephen W. Lemmon

#### PROMISSORY NOTE

\$29,588,000.00

Austin, Texas

August 13, 2020

THIS PROMISSORY NOTE (the "Note") is made as of the date first written above by and between Free Speech Systems, LLC, a Texas Limited Liability Company, 3005 South Lamar Blvd., Suite D109-317, Austin, TX 78704 ("Maker") and PQPR Holdings Limited LLC a Nevada Limited Liability Company, 100 Congress Ave., 18th Floor, Austin, TX 78701, ("Payee").

Pursuant to the terms set forth herein, Maker, for value received, promises and agrees to pay, as herein provided, to the order of Payee or to such bank account as Payee may direct, in lawful money of the United States of America, the principal sum of Twenty Nine Million Five Hundred Eighty-Eight Thousand and 00/100 Dollars (\$29,588,000.00). This Note memorializes the accrued and current obligations owed by Maker to Payee and provides for the payment of such obligations as provided hereinbelow.

#### 1. Payment of Principal and Interest.

- (a) Interest, as provided below, is due and payable annually on each anniversary of the Note at the address listed above (unless otherwise directed in writing by Payee) until August 1, 2050 (the "Maturity Date"), when the entire amount of unpaid principal and accrued, unpaid interest will be payable in full. Pre-payments, if any, will be applied first to accrued interest, then to any costs or expenses due under the Note, and the remainder to reduction of the principal. Notwithstanding the foregoing, if the date on which payment is due is not a day on which banks are open for business in the State of Texas (a "Business Day"), then such payment shall be due on the Business Day next succeeding the payment date.
- (b) The principal balance outstanding from time to time under this Note (after giving effect to all adjustments thereto made pursuant to the terms of this Note) shall bear interest on amounts advanced under this Note at the lesser of (i) [one and 75/100 percent (1.75%)] per annum ("Contract Rate"); (ii) or the maximum rate of nonusurious interest allowed from time to time by applicable law. Interest shall be calculated at a daily rate based on a year of 365 or 366 days, as the case may be, with the daily rate so determined being applied for the actual number of days elapsed. All past due principal and accrued interest on this Note shall bear interest from maturity until paid at the lesser of (i) five percent (5%), or (ii) the highest rate for which Maker may legally contract under applicable law.
- 2. Maximum Interest Rate. It is the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the interest payable on this Note would be usurious under applicable law, in that event, notwithstanding anything to the contrary herein, it is agreed that the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on this Note by Payee (or, to the extent that this Note shall have been or would thereby be paid in full, refunded to Maker). All sums paid or agreed to be paid to Payee for the use, forbearance or detention of sums included in

**EXHIBIT** 

the amounts owing to Payee by Maker shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Note until payment in full so that the rate or amount of interest on account of indebtedness does not exceed the applicable usury ceiling, if any. As used in this Note, the term "applicable law" shall mean the law of the State of Texas.

- 3. Prepayment. Borrower reserves the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty. Any prepayments will be solely at Borrower's option and will be applied first to accrued interest, then to fees and expenses due under this Note, and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and prepayments of principal or interest on this Note will be made in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or such other place as the holder of this Note may designate in writing to Borrower.
- 4. <u>Waiver.</u> Maker expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith. Maker also waives any obligation that Payee pursue or exhaust its rights against any security for the Note prior to taking actions to collect the Note.
- 5. <u>Amendments.</u> Any term or provision of this Note and any obligation of Maker hereunder or with respect hereto, may be changed or modified, partially or completely, or noncompliance may be consented to or authorized, by written agreement between Maker and Payee.
- Events of Default. The occurrence and continuance of any of the following events shall be considered an "Event of Default" for purposes of this Note: (a) default is made in the payment of principal or interest when due (b) any involuntary case or other proceeding shall be commenced against Maker that seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator or custodian unless dismissed or stayed within 90 days after the institution thereof (provided that upon ineffectiveness of any stays, an Event of Default shall exist); (c) Maker shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts or other liabilities under any bankruptcy. insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official with respect to Maker, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors or shall fail generally or shall admit in writing its inability to pay its debts generally as they become due or shall take any corporate action to authorize or effect any of the foregoing; (d) a judgment in excess of \$100,000 is entered

against Maker which is not superseded within ten (10) of the date that it is entered; Maker shall cease business operations.

- 7. Remedy. Upon the occurrence of payment default as provided paragraph 6 (a) and the expiration of ten (10) days' notice and opportunity to cure, and upon the occurrence of any other Event of Default as provided in paragraph 6(b) -(d) and the expiration of thirty (30) days' notice and opportunity to cure, the entire principal amount and accrued interest of the Note then outstanding shall become immediately due and payable.
- 8. Governing Law and Venue. This Note and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its principles concerning conflicts of law. Venue for any action brought to collect this Note shall be in Travis County, Texas.
- 9. <u>Attorneys' Fees and Expenses</u> In the event Payee institutes an action to collect this Note, then in addition to all other amounts due and owing hereunder, Maker shall be liable for and pay to Payee, reasonable fees and costs, including attorneys' fees and expenses of colletion.

EXECUTED to be effective as of the date first above written.

MAKER:

Alexander E. Jones Managing Member

Free Speech Systems, LLC

#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into effective as of August<sub>12</sub>, 2020 (the "Effective Date") by and between PQPR Holdings Limited LLC a Nevada Limited Liability Company, 100 Congress Ave., 18th Floor, Austin, TX 78701, (the "Secured Party") and Free Speech Systems, LLC, a Texas Limited Liability Company, 3005 South Lamar Blvd., Suite D109-317, Austin, TX 78704 (the "Debtor" or the "Company").

#### Section I. CREATION OF SECURITY INTEREST

The Debtor hereby grants to the Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment that certain promissory note of even date herewith in the original principal amount of Twenty Nine Million Five Hundred Eighty Eight Thousand Dollars executed by Debtor in favor of Secured Party as it may be amended or modified (the "Note") and any and all other obligations of Debtor to Secured Party of any kind or character, now owed or hereafter arising (collectively, the "Obligations"). Any capitalized term herein not specifically defined will have the meaning as defined in the limited liability company agreement of the Secured Party.

#### Section II. COLLATERAL

In order to secure the payment when due of any and all Obligations, the Debtor hereby pledges to the Secured Party and grants to the Secured Party a security interest in the following collectively, (the "Collateral"):

- (1) all fixtures and personal property of every kind and nature, including all accounts, goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles), intellectual property, domain names, trademarks (including but not limited to the nutritional supplement marks Living Cleanse, Honor Roll, ExtendaWise, Happease, Gut Fusion, Vasobeet, Ultimate Female Force, The Real Red Pill, Bodease, Icuren, Flora Life, Immune Wall, Pollen Block, Alpha Power, DNA Force, Survival Shield, and Survival Shield X-2, and the brand Infowars Life), trade names, money, deposit accounts, and any other contract rights or rights to the payment of money; and
- (2) all gross revenues, receivables and proceeds and products of each of the foregoing in subparagraph (1), all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the foregoing.

The Secured Party is hereby granted a first priority lien and security interest in the Collateral to secure the Obligations. Debtor authorizes Secured Party to file a financing statement describing the Collateral in each and every jurisdiction necessary to perfect the

EXHIBIT

security interest and lien granted herein.

# Section III. PAYMENT OBLIGATIONS OF THE DEBTOR

- 1. Debtor is not authorized to sell, convey, dispose of encumber or dispose of the Collateral without Secured Party's agreement or until the Obligations are paid in full. The Debtor will account fully and faithfully to the Secured Party for proceeds from disposition of the collateral in any manner and will pay or turn over promptly in cash, negotiable instruments, drafts, assigned accounts or chattel paper, all the proceeds from each sale to be applied to the Debtor's Obligations to the Secured Party, subject if other than cash, to final payment or collection. Application of such proceeds to Obligations of the Debtor will be in the sole discretion of the Secured Party, provided such application of proceeds is made by the Secured Party in a reasonable manner.
  - 2. The Debtor will pay to the Secured Party on demand all expenses and expenditures, including reasonable attorney's fees and other legal expenses incurred or paid by the Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement.
  - 3. The Debtor will pay immediately, without notice, the entire unpaid Obligations of the Debtor to the Secured Party whether created or incurred pursuant to this Security Agreement or otherwise, upon the Debtor's default under Section V of this Security Agreement.
    - 4. Delivery of the Collateral.
  - (a) All certificates and instruments evidencing or representing the Collateral (if any) will be delivered to the Secured Party upon the execution and delivery of this Security Agreement. All other certificates and instruments constituting, evidencing or representing the Collateral from time to time will be delivered to the Secured Party promptly upon the receipt thereof by and/or on behalf of the Debtor. All such certificates and instruments will be held by or on behalf of the Secured Party pursuant hereto, and will be delivered to the Secured Party in suitable form for transfer by delivery or will be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Secured Party.
    - (b) If the Debtor receives, by virtue of its being or having been an owner of any Collateral, any (i) certificate, promissory note or instrument, (ii) option or right, whether as an addition to, substitution for, or in exchange for the Collateral, or (iii) distributions on dissolution, in total liquidation or from capital, capital surplus or paidin surplus, the Debtor will receive such certificate, promissory note, instrument, payment or distribution in trust for the benefit of the Secured Party, will segregate it from the Debtor's other assets and will deliver it forthwith to the Secured Party in the exact form received, with any necessary endorsement and assignment duly executed in blank, to be held by the Secured Party as Collateral and as additional collateral security for the Obligations.

# Section IV. <u>DEBTOR'S REPRESENTATION, WARRANTIES AND AGREEMENTS</u>

The Debtor makes the following representations, warranties and agreements:

- 1. The pledge of the Collateral creates a valid and perfected first priority security interest in the pledged Collateral securing payment of the Obligations.
- 2. The Debtor will, at its own expense,, do, make, procure, execute and deliver all acts, things, writings and assurances as the Secured Party may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement.
- 3. The Debtor will sign and execute alone or with the Secured Party a Financing Statement and any and all other documents requested by Secured Party for perfection of the lien on the Collateral.

# Section V. EVENTS OF DEFAULT

The Debtor will be in default under this Security Agreement upon the happening of any condition or event set forth below (herein called an "Event of Default"):

- 1. The Debtor's failure to pay when due any Obligations secured by this Security Agreement;
- 2. Default by the Debtor in punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Security Agreement or the Note;
- 3. Any warranty, representation or statement contained in this Security Agreement or made or furnished to the Secured Party by or on behalf of the Debtor in connection with this Security Agreement or to induce the Secured Party to make a loan to Debtor proves to have been false in any respect when made or furnished;
- 4. Loss, theft, sale (except as authorized in this Security Agreement) or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; or
- 5. The Debtor's dissolution, termination of existence, insolvency or business failure; the appointment of a receiver of all or any part of the property of the Debtor; an assignment for the benefit of creditors by the Debtor; the calling of a meeting of creditors of the Debtor; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Debtor.
- 6. The Debtor shall have entered against it any judgment, arbitration award, fine or penalty for an amount in excess of \$500,000, and such judgment, arbitration award, fine or penalty is not stayed or superseded within 30 days of entry.

# Section VI. SECURED PARTY'S RIGHTS AND REMEDIES

# A. Rights Exclusive of Default.

1. This Security Agreement, the Secured Party's rights hereunder or the Obligations

hereby secured may be assigned by Secured Party, and in any such case, the assignee will be entitled to all of the rights, privileges and remedies granted in this Security Agreement to the Secured Party.

- 2. Upon the request of the Secured Party at any time, the Debtor will execute, sign, endorse, transfer or deliver in the name of the Debtor any other documents, necessary to perfect the security interest and obligations created by this Security Agreement.
- 3. At its option, the Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral. The Debtor agrees to reimburse the Secured Party on demand for any payment made, or expense incurred by the Secured Party pursuant to the foregoing authorization.
- 4. Debtor will permit Secured Party, by its representatives and agents (a) to inspect the Collateral, (b) to examine and make copies of the records of Debtor relating to the Collateral, and (c) to discuss the Collateral and the related records of Debtor with, and to be advised as to the same by, Debtor's officers, employees, and accountants, all at such reasonable times and intervals as Secured Party may determine, and all at such Debtor's expense.
- 5. Debtor will maintain true, complete, and accurate books and records with respect to the Collateral, and furnish to Secured Party such reasonable reports relating to the Collateral at such intervals as Secured Party shall from time to time request. Debtor will give prompt notice in writing to Secured Party of the occurrence of any Default or Event of Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral in the aggregate amount of \$100,000.00 or more per calendar year.

#### B. Rights in Event of Default

- 1. Upon the occurrence of an Event of Default, Secured Party, in its sole discretion, may demand that all payments and distributions made to Debtor upon or with respect to the Collateral shall be paid and delivered to Secured Party, and Debtor agrees to take all such action as Secured Party may deem necessary or appropriate to cause all such payments and distributions to be made to Secured Party. Secured Party shall have the right, at any time after the occurrence of any Event of Default, to notify and direct any issuer to thereafter make all payments, dividends, and any other distributions payable in respect thereof directly to Secured Party. Such issuer shall be fully protected in relying on the written statement of Secured Party that it then holds a security interest which entitles it to receive such payments and distributions. Any and all money and other property paid over to or received by Secured Party hereunder shall be retained by Secured Party as additional collateral hereunder and may be applied by Secured Party to payment of the Obligations in such manner and order as Secured Party may elect in its sole discretion.
- 2. In addition, Secured Party is entitled to exercise any and all contractual rights provided in this Security Agreement or any other loan document between Debtor and Secured Party, and any and all legal rights and remedies available to a secured party (whether or not the UCC applies to the affected Collateral) or under any other applicable law when a debtor is in default under a security agreement.
  - 3. Secured Party is also entitled to, without notice, sell, lease, assign, grant an option

or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, credit or for future delivery, and upon such terms as Secured Party may deem commercially reasonable. Neither Secured Party's compliance with any applicable state or federal law in the conduct of such sale, nor its disclaimer of any warranties relating to the Collateral, shall be considered to affect the commercial reasonableness of such sale. Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Debtor at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Subject to the provisions of applicable law, Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

- 4. Debtor waives (to the extent permitted by law) all rights of redemption, stay, and/ or appraisal which it now has or may have at any time in the future under any rule of law or statute now existing or hereinafter enacted.
- Further, Secured Party may at any time after the occurrence of an Event of Default require, in its sole discretion and with notice to Debtor, that any receivables, as described in Section II above, be paid directly to Secured Party. In such event, Debtor shall, and shall permit Secured Party to, promptly notify the parties that owe the receivables to Debtor of Secured Party's interest therein and direct such parties to make payment of all amounts then or thereafter due directly to Secured Party. Upon receipt of any such notice from Secured Party, Debtor shall thereafter hold in trust for Secured Party, all amounts and proceeds (as such term is defined in Section 9.102(a)(65) of the UCC) received by it with respect to the receivables and immediately and at all times thereafter deliver to Secured Party all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. Secured Party shall hold and apply funds so in such manner and order as Secured Party may elect in its sole discretion. If after the occurrence of an Event of Default, any party owing receivables fails or refuses to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, either in its own name or in the name of Debtor, to take such action as Secured Party shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Debtor agrees that Secured Party may at any time and from time to time, if an Event of Default has occurred, compromise with the obligor on any receivable, accept in full payment of any receivable such amount as Secured Party in its sole discretion shall determine or abandon any receivable, and any such action by Secured Party shall be commercially reasonable so long as Secured Party acts in good faith based on information known to it at the time it takes any such action. Regardless of any other provision hereof, however, Secured Party shall never be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral, nor shall it be under any duty whatsoever to anyone except Debtor to account for funds that it shall actually receive hereunder.
- 6. Debtor will reimburse Secured Party for all reasonable expenses incurred by Secured Party in taking ownership of the Collateral, including payment of Secured Party's

reasonable attorney's fees and legal expenses.

- 7. The Secured Party may remedy any default and may waive any default without waiving any other prior or subsequent default.
- 8. Upon request of Secured Party after an Event of Default, Debtor shall execute and deliver to Secured Party irrevocable lockbox agreements in the form provided by or otherwise acceptable to Secured Party, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the lien of Secured Party granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at Secured Party.
- 9. The remedies of the Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein will not be construed as a waiver of any of the other remedies of the Secured Party.

#### Section VII. ADDITIONAL AGREEMENTS

- 1. "Secured Party" and "Debtor," as used in this instrument, include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.
  - 2. No delay or omission of Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default, or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by Secured Party and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to Secured Party until the Secured Obligations have been paid in full.
  - Should any Collateral come into the possession of Secured Party, Secured Party may use or operate such Collateral for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Secured Party in respect of such Collateral. Debtor covenants to promptly reimburse and pay to Secured Party, at Secured Party's request, the amount of all expenses (including the cost of any insurance and payment of taxes or other charges) incurred by Secured Party in connection with its custody and preservation of the Collateral, and all such expenses, costs, taxes, and other charges shall bear interest at the Contract Rate (as defined in the Note) until repaid and, together with such interest, shall be payable by Debtor to Secured Party upon demand and shall become part of the secured Obligations. However, the risk of accidental loss or damage to, or diminution in value of, the Collateral is on Debtor, and Secured Party shall have no liability whatever for failure to obtain or maintain insurance, nor to determine whether any insurance ever in force is adequate as to amount or as to the risks insured. With respect to the Collateral that is in the possession of Secured Party, Secured Party shall have no duty to fix or preserve rights against prior parties to such Collateral and shall never be liable for any failure to use diligence to collect any amount payable in respect of such Collateral, but shall be liable only to account to Debtor for what it may actually collect or receive thereon. The provisions of this subparagraph are applicable whether or not an Event of Default has occurred.

- 4. Except to the extent expressly otherwise provided herein and to the fullest extent permitted by applicable law, Debtor waives (a) any right to require Secured Party to proceed against any other Person, to exhaust its rights in Collateral, or to pursue any other right which Secured Party may have; (b) with respect to any Collateral that is comprised of obligations, presentment and demand for payment, protest, notice of protest and nonpayment, notice of intent to accelerate, and notice of acceleration; and (c) all rights of marshaling in respect of any and all of the Collateral.
- 5. Notwithstanding any contrary provision, Debtor agrees that, if, but for the application of this paragraph, granting a security interest in the Collateral would constitute a fraudulent conveyance under 11 U.S.C. § 548 or a fraudulent conveyance or transfer under any state fraudulent conveyance, fraudulent transfer, or similar law in effect from time to time (each a "fraudulent conveyance"), then the security interest remains enforceable to the maximum extent possible without causing such security interest to be a fraudulent conveyance, and this Security Agreement is automatically amended to carry out the intent of this sentence.
- 6. Debtor Remains Liable. Notwithstanding anything to the contrary contained herein, (a) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and Obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.
- 7. NO RELEASE OF DEBTOR. THE OBLIGATIONS OF DEBTOR UNDER THIS SECURITY AGREEMENT SHALL NOT BE REDUCED, LIMITED OR TERMINATED, NOR SHALL DEBTOR BE DISCHARGED FROM ANY OBLIGATION HEREUNDER, FOR ANY REASON WHATSOEVER (until the Obligations have been indefeasibly paid in full), including:
  - (a) (i) any increase in the principal amount of, or interest rate applicable to, (ii) any extension of the time of payment, observance or performance of, (iii) any other amendment or modification of any of the other terms and provisions of, (iv) any release, composition or settlement (whether by way of acceptance of a plan of reorganization or otherwise) of, (v) any subordination (whether present or future or contractual or otherwise) of, or (vi) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of, the Obligations;
  - (b) (i) any failure to obtain, (ii) any release, composition or settlement of, (iii) any amendment or modification of any of the terms and provisions of, (iv) any subordination of, or (v) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of, the Note or other loan documents between Debtor and Secured Party;
  - (c) (i) any failure to obtain or any release of, any failure to protect or preserve, (ii) any

release, compromise, settlement or extension of the time of payment of any Obligations constituting, (iii) any failure to perfect or maintain the perfection or priority of any lien upon, (iv) any subordination of any lien upon, or (v) any discharge, disallowance, invalidity, illegality, voidness or other unenforceability of any lien or intended lien upon, any collateral now or hereafter securing, the Secured Obligations or any other guaranties thereof;

- (d) any termination of or change in any relationship between Debtor and Secured Party;
- (e) any exercise of, or any failure or election not to exercise, delay in the exercise of, waiver of, or forbearance of or other indulgence with respect to, any right, remedy or power available to Secured Party, including (i) any election not to or failure to exercise any right of setoff, recoupment or counterclaim, (ii) any election of remedies effected by Secured Party, including the foreclosure upon any real estate constituting collateral, whether or not such election affects the right to obtain a deficiency judgment, and (iii) any election by Secured Party in any proceeding under the Bankruptcy Code of the application of Section 1111(b)(2) of the Bankruptcy Code; and
- (f) ANY OTHER ACT OR FAILURE TO ACT OR ANY OTHER EVENT OR CIRCUMSTANCE THAT (i) VARIES THE RISK OF DEBTOR UNDER THIS SECURITY AGREEMENT OR (ii) BUT FOR THE PROVISIONS HEREOF, WOULD, AS A MATTER OF STATUTE OR RULE OF LAW OR EQUITY, OPERATE TO REDUCE, LIMIT OR TERMINATE THE OBLIGATIONS OF DEBTOR HEREUNDER OR DISCHARGE DEBTOR FROM ANY OBLIGATION HEREUNDER.
- 8. Notwithstanding any contrary provision, Debtor agrees that, if, but for the application of this paragraph, granting a security interest in the Collateral would constitute a fraudulent conveyance under 11 U.S.C. § 548 or a fraudulent conveyance or transfer under any state fraudulent conveyance, fraudulent transfer, or similar law in effect from time to time (each a "fraudulent conveyance"), then the security interest remains enforceable to the maximum extent possible without causing such security interest to be a fraudulent conveyance, and this Security Agreement is automatically amended to carry out the intent of this sentence.
- 9. Further, notwithstanding anything to the contrary contained herein, (a) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of the Obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.
- 10. The section headings appearing in this instrument have been inserted for convenience only and will be given no substantive meaning or significance whatever in

- construing the terms and provisions of this instrument. Terms used in this instrument which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined.
- 11. The law governing this secured transaction will be that of the State of Texas in force at the date of this instrument. Venue for any dispute arising out of this Security Agreement will be in the state or federal courts located in Travis County, Texas.
- 12. Debtor will not create, incur, or suffer to exist any lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other liens permitted in writing by the Secured Party.
  - 13. The unenforceability of any provision of this Security Agreement will not affect the enforceability or validity of any other provision.
  - 14. This Security Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.
  - 15. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the Effective Date.

## **DEBTOR:**

Free Speech Systems, LLC

Alexander E. Jones, Managing Member

#### **SECURED PARTY:**

PQPR Holdings Limited, LLC

David R. Jones, Manager

#### PROMISSORY NOTE

\$25,300,000.00

Austin, Texas

November 10, 2021

THIS PROMISSORY NOTE (the "Note") is made as of the date first written above by and between Free Speech Systems, LLC, a Texas Limited Liability Company, 3005 South Lamar Blvd., Suite D109-317, Austin, TX 78704 ("Maker") and PQPR Holdings Limited, LLC a Nevada Limited Liability Company, 100 Congress Ave., 18th Floor, Austin, TX 78701 ("Payee").

Pursuant to the terms set forth herein, Maker, for value received, promises and agrees to pay, as herein provided, to the order of Payee or to such bank account as Payee may direct, in lawful money of the United States of America, the principal sum of Twenty-Five Million Three Hundred Thousand and 00/100 Dollars (\$25,300,000.00). This Note memorializes the accrued and current obligations owed by Maker to Payee and provides for the payment of such obligations as provided herein below.

# 1. Payment of Principal and Interest; Security

- (a) Principal and Interest (as provided below), are due and payable in annual installments of \$1,939,644.81 on each anniversary of the Note at the address listed above (unless otherwise directed in writing by Payee) with the final payment being due and payable on November 10, 2036 (the "Maturity Date"), when the remaining balance of unpaid principal and accrued, unpaid interest will be payable in full. Pre-payments, if any, will be applied first to accrued interest, then to any costs or expenses due under the Note, and the remainder to reduction of the principal. Notwithstanding the foregoing, if the date on which payment is due is not a day on which banks are open for business in the State of Texas (a "Business Day"), then such payment shall be due on the Business Day next succeeding the payment date.
- (b) The principal balance outstanding from time to time under this Note (after giving effect to all adjustments thereto made pursuant to the terms of this Note) shall bear interest at the lesser of (i) [one and 80/100 percent (1.80%)] per annum ("Contract Rate"); (ii) or the maximum rate of nonusurious interest allowed from time to time by applicable law. Interest shall be calculated at a daily rate based on a year of 365 or 366 days, as the case may be, with the daily rate so determined being applied for the actual number of days elapsed. All past due principal and accrued interest on this Note shall bear interest from maturity until paid at the lesser of (i) five percent (5%), or (ii) the highest rate for which Maker may legally contract under applicable law.
- (c) This Note is secured by a Security Agreement executed by Maker dated August 13, 2020 and evidenced by a UCC-1 recorded with the State of Texas on November 18, 2020.
- 2. Maximum Interest Rate It is the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the interest payable on this Note would be usurious under applicable law, in that event, notwithstanding anything to the contrary herein, it is agreed that the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be canceled automatically and, if theretofore paid, shall be credited on this Note by Payee (or, to the extent that this Note shall have been or would thereby be

Page 1 of 3 EXHIBIT Woodshiptifully 6

paid in full, refunded to Maker). All sums paid or agreed to be paid to Payee for the use, forbearance or detention of sums included in the amounts owing to Payee by Maker shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Note until paid in full so that the rate or amount of interest on account of indebtedness does not exceed the applicable usury ceiling, if any. As used in this Note, the term "applicable law" shall mean the law of the State of Texas.

- 3. Prepayment Borrower reserves the right to prepay, prior to maturity, all or any part of the principal of this Note without penalty. Any prepayments will be solely at Borrower's option and will be applied first to accrued interest, then to fees and expenses due under this Note, and then to principal. Borrower will provide written notice to the holder of this Note of any such prepayment of all or any part of the principal at the time thereof. All payments and prepayments of principal or interest on this Note will be made in lawful money of the United States of America in immediately available funds, at the address of Lender indicated above, or such other place as the holder of this Note may designate in writing to Borrower.
- 4. Waiver Maker expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith. Maker also waives any obligation that Payee pursue or exhaust its rights against any security for the Note prior to taking actions to collect the Note.
- **5.** Amendments Any term or provision of this Note and any obligation of Maker hereunder or with respect hereto, may be changed or modified, partially or completely, or noncompliance may be consented to or authorized, by written agreement between Maker and Payee.
- 6. Events of Default The occurrence and continuance of any of the following events shall be considered an "Event of Default" for purposes of this Note: (a) default is made in the payment of principal or interest when due (b) any involuntary case or other proceeding shall be commenced against Maker that seeks liquidation, reorganization or other relief with respect to it or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator or custodian unless dismissed or stayed within 90 days after the institution thereof (provided that upon ineffectiveness of any stays, an Event of Default shall exist); (c) Maker shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts or other liabilities under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official with respect to Maker, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors or shall fail generally or shall admit in writing its inability to pay its debts generally as they become due or shall take any corporate action to authorize or effect any of the foregoing; (d) a judgment in excess of \$100,000 is entered against Maker which is not superseded within ten (10) of the date that it is entered; Maker shall cease business operations.
- 7. Remedy Upon the occurrence of payment default as provided paragraph 6 (a) and the expiration of ten (10) days' notice and opportunity to cure, and upon the occurrence of any other Event of Default as provided in paragraph 6(b) -(d) and the expiration of thirty (30) days' notice and opportunity to cure, the entire principal amount and accrued interest of the Note then outstanding shall become immediately due and payable.

- **8. Governing Law and Venue** This Note and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Texas without regard to its principles concerning conflicts of law. Venue for any action brought to collect this Note shall be in Travis County, Texas.
- 9. Attornevs' Fees and Expenses In the event Payee institutes an action to collect this Note, then in addition to all other amounts due and owing hereunder, Maker shall be liable for and pay to Payee reasonable fees and costs, including attorneys' fees and expenses, of collection.

EXECUTED to be effective as of the date first above written.

MAKER:

Free Speech Systems, LLC

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Alexander E Jones, Manager

**ACKNOWLEDGEMENT BY PAYEE:** 

PQPR Holdings Limited, LLC

By

David R. Jones, Manager

#### **FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Acuity CxO LLC 5122929690	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Acuity CxO LLC 219 Black Wolf Run	
Austin, TX 78738 USA	

FILING NUMBER: 20-0058072731
FILING DATE: 11/18/2020 02:06 PM
DOCUMENT NUMBER: 1008390830002
FILED: Texas Secretary of State

IMAGE GENERATED ÉLECTRONICALLY FOR WEB FILING THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

U	SA		THE ABOVE SP	ACE IS FOR FILING OFF	FICE USE ONLY
1	TOR'S NAME - Provide only <u>one</u> Debtor name (1a				
Debtor UCC1A	s name will not fit in line 1b, leave all of item 1 blar d)	nk, check here land provide the Indi	vidual Debtor information	in item 10 of the Financing St	atement Addendum (Form
	1a. ORGANIZATION'S NAME				
OR	Free Speech Systems LLC				
OK	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	L NAME(S)/INITIAL(S)	SUFFIX
1c. MA	LING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
300	5 South Lamar Blvd, Suite	Austin	TX	78704	USA
	9-317	94.9			
	TOR'S NAME - Provide only <u>one</u> Debtor name (2a	or 2b) (use exact, full name; do not or	mit, modify, or abbreviate a	any part of the Debtor's name	e); if any part of the Individual
	s name will not fit in line 2b, leave all of item 2 blar		•		
	2a. ORGANIZATION'S NAME				
00					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	L NAME(S)/INITIAL(S)	SUFFIX
		-0.40			
2c. MA	ILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. SEC	URED PARTY'S NAME (or NAME of ASSIGNEE of	of ASSIGNOR SECURED PARTY) - P	rovide only one Secured F	Party name (3a or 3b)	***************************************
	3a. ORGANIZATION'S NAME		, <u> </u>	***************************************	
OR	PQPR Holdings Limited LLC				
OIX	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	L NAME(S)/INITIAL(S)	SUFFIX
3c. MA	iling address	CITY	STATE	POSTAL CODE	COUNTRY
100	<b>Congress Avenue, 18th Floor</b>	Austin	TX	78701	USA
(1) all accou applic (wheth all oth intang limited Extennell, Boroce, trade of the part (2) all gorogo all supand reforego guaral forego		and nature, including all ent), documents (including, if omissory notes, chattel paper tter-of-credit rights a writing), securities and including all payment trademarks (including but not Cleanse, Honor Roll, Jltimate Female Force, The Real Illen Block, Alpha Power, DNA and the brand Infowars Life), ther contract rights or rights to nd products of each of the ds relating to the foregoing, ccessions to, substitutions cts of, each of the nce, indemnity, warranty or with respect to any of the			
	s <u>only</u> if applicable and check <u>only</u> one box: Collateral is leaved only if applicable and check <u>only</u> one box:	held in a Trust (see UCC1Ad, item 17 and		nistered by a Decedent's Per <u>nly</u> if applicable and check <u>or</u>	
gerrang.	lic-Finance Transaction  Manufactured-Home	Transaction A Debtor is a Transmit	C Spensor	ral Lien Non-UCC Filing	<u>,</u> 0.10 box.
		ssee/Lessor Consignee/Consign		Bailee/Bailor Licensee/L	icensor
	IONAL FILER REFERENCE DATA:		······································		

FILING OFFICE COPY

**EXHIBIT** 

006710

#### Forbearance Agreement Summary of Indicative Terms and Conditions Free Speech Systems, LLC. July 10, 2022

Free Speech Systems, LLC ("FSS") has discovered certain problems with its record keeping and inventory. These problems, along with litigation expenses, have created a cash flow difficulty, which FSS believes to be temporary. FSS has requested, and PQPR Holdings Limited, LLC ("POPR"), a secured creditor and provider of product to FSS, has agreed, to a temporary forbearance of certain terms for a period of 60 days, as follows:

**Credit Card Processing Fee:** 

The "fixed fee" provided for in the Financial Services LLC and Agreement between FSS and the MOU shall be reduced from ten percent (10%) to two percent (2%) of goess sales proceeds not of credit

card processing fees.

Allocation of Net Sales Proceeds:

FSS Inventory FSS Inventory means inventory which PQPR has ordered from vendors on FSS' behalf and for which FSS has pre-paid (prior to product delivery) all or part of the cost of the product.

> FSS shall receive 90% of the Net Sales Proceeds and PQPR shall receive 10% of the Net Sales Proceeds. Such sums will be distributed to FSS and PQPR by

> FSS shall pay one third any amount advanced by PQPR for FSS Inventory within 30 days following execution of final documents memorializing this agreement, with the balance of PQPR's advances for FSS Inventory due 15 days thereafter.

PQPR Inventory PQPR Inventory means inventory which PQPR has ordered from vendors on PQPR's behalf and for which PQPR has paid the cost of the product.

> PQPR Net Sales Proceeds generated from the sale of PQPR Inventory through FSS sales channels shall be paid 20% to FSS and 80% to PQPR.

> PQPR Net Sales Proceeds generated from the sale of PQPR Inventory through non FSS sales channels shall be paid 10% to FSS and 90% to PQPR.

All payments will be distributed to FSS and PQPR by

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Warehouse and Related Expenses

Fulfillment FSS will pay one hundred percent (100%) of the employee, lease and shipping expenses associated with the warehouse and fulfillment operations in connection with the sale of PQPR and FSS Inventory.

**PQPR** Debt

FSS owes PQPR as represented by the notes dated August 13, 2020, and November 10, 2021 in the total original amount of \$54,888,000. Currently, FSS is paying PQPR \$11,000 per business day. As a temporary accommodation to FSS, PQPR agrees to reduce the amount FSS will pay to PQPR to \$2,500 per business day to be applied to interest on the PQPR Notes for thirty (30) days following the effective date of this agreement, increasing to \$5,500 per business day thereafter through the term of this forbearance agreement.

FSS will acknowledge the validity and priority of the PQPR debt and liens and will agree to a replacement lien of equal scope and priority to PQPR's existing liens.

Term:

60 Days

Reservation:

Subject to revision after implementation based on actual operational results.

Executed this 12 day of July 2022.

Free Speech Systems, LLC

Marc Schwartz, Its Chief Restructuring Officer

PQPR Holdings Limited, LLC

Hones, Its Manager

LLC

By:

sly Justs Manager

## EXHIBIT A

13-Week Budget

Properties   Pro							Free Speech Systems LLC	rstems LLC							
Property						Forecastec Betwee	1 13 Week	Cash Flow	Budget 22						
Column   C	Perioo Week Number	d 07/30/202 08/05/202 :r 1		08/13/2022- 08/19/2022 3	08/20/2022- 08/26/2022 4	08/27/2022- 09/02/2022 5	09/03/2022- 09/09/2022 6			09/24/2022- 09/30/2022 9				10/22/2022- 10/28/2022 13	Total
Section   Sect	Income Product Sales Advertising		<>-	<>-	<>-	<>	<>-	595,489.01			595,489.01			595,489.01	\$ 7,741,357.16 1,440,499.38
Product Colors         Product	Total Income	598,63		29	1,078		598,630.26	598,630.26	1,078,796.72	598,630.26	598,630.26	598,630.26	1,078,796.72		
Control   Cont	Selling & Product Costs Inventory Purchase	(76,15							(76,155.17)	(76,155.17)	(76,155.17)	(76,155.17)	(76,155.17)	(76,155.17)	(990,017.27)
	Repay PQPR Inventory		٣												(750,000.00)
Control   Cont	Merchant Account Fees	(26,79	_		(26				(26,797.01)	(26,797.01)	(26,797.01)	(26,797.01)	(26,797.01)	(26,797.01)	(348,361.07)
Option of certain certa	snipping cost for drop snip orders Fulfillment Services	(7,91 (95,27	_		(95				(7,911.81)	(7,911.81)	(7,911.81)	(7,911.81) (95,278.24)	(7,911.81) (95,278.24)	(7,911.81)	(1,238,617.15)
	Processor Fees	(23,81			(23		_		(23,819.56)	(23,819.56)	(23,819.56)	(23,819.56)	(23,819.56)	(23,819.56)	(309,654.29)
All Expresses         (20,138)	eCommerce Store Maintenance Texas Sales Tax	(27,27)	0.00)			(27,270.00)				(27,270.00)					(81,810.00)
Proposition of Englands         13,041.58         15,041.58         15,041.58         15,041.58         15,040.58         15,040.58         15,040.58         15,040.58         15,040.58         15,040.58         15,040.58         15,040.58         11,1500.00         11,150	Total Cost of Goods Sold	(262,56			(729				(229,961.80)	(262,569.67)	(229,961.80)	(229,961.80)	(229,961.80)	(229,961.80)	(3,837,326.97)
	Operating Expenses														
1,500.00    1,50	Advertising & Promotion	(3,04	1.98)	,	,	(3,041.98)	,		,	(3,041.98)		,	,	,	(9,125.93)
Control Formation (17.541.38)         (17.500.00)         (17.	Print Media	(3,00	. (00.0	,	,	(3,000.00)	,	,	,	(3,000.00)		,	,	•	(00.000,6)
Activations of Libbolisms         (17,541,58)         (17,541,	Radio Show Advertising	(11,50	- (00:0	•		(11,500.00)	-			(11,500.00)					(34,500.00)
CLOSCO   C	Total Advertising & Promotion	(17,54	- (86.1	•	•	(17,541.98)				(17,541.98)					(52,625.93)
	computer/11/1P expense	(2.08	- (06.2	(1.608.39	- (6	(2.082.90)	,	(1.608.39)		(2.082.90)		,	(1.608.39)	,	(11.073.89)
137.2223)   1.0.0000	Software License Fees	(14	- (0.80)	,	,	(140.80)	,	-	,	(140.80)	,	,	,	,	(422.40)
Cabonization (137,282.93)         (53,728.00)         (53,728.00)         (53,728.00)         (50,728.	server Hosting Service	(28,59	5.13)	•	•	(28,595.13)	,	•	1	(28,595.13)	,	,	,	,	(85,785.40)
13/26233   13/26233	CDN Video Cloud Storage	(55,72	8.00)	•	1	(55,728.00)	,		1	(55,728.00)					(167,184.00)
Composition	atellite Service maging License Fee	87'/ST)	2.93) - 1.25) -			(137,282.93)	' '			(137,282.93)					(411,848.78)
1,256.50    1,256.50    1,256.50    1,265.50    1,26	oftware & Apps	(5,00	- (00.0	•	,	(5,000.00)	,	•	,	(5,000.00)	,	,	,	,	(15,000.00)
C12,055.31   C1,055.31   C1,	Vebsite Hosting			(266.50	- (0			(266.50)					(266.50)		(799.50)
Auxiliarist programs         (45.90) <td>Fotal Computer/IT/IP Expense</td> <td>(238,03</td> <td>1.01)</td> <td>(1,874.89</td> <td></td> <td>(238,031.01)</td> <td></td> <td>(1,874.89)</td> <td></td> <td>(238,031.01)</td> <td></td> <td></td> <td>(1,874.89)</td> <td></td> <td>(719,717.72)</td>	Fotal Computer/IT/IP Expense	(238,03	1.01)	(1,874.89		(238,031.01)		(1,874.89)		(238,031.01)			(1,874.89)		(719,717.72)
Carbon   C	Office & Administrative Expense	(2,10	(00:0			(2,100:30)				(2,100:30)	1			1	(00:00+00)
1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.50   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.60   1,383.50	Bank Fees & Service Charges	4)				5			(45.90)	(45.90)	(42.90)	(42.90)	(45.90)	(42.90)	(596.74)
Security         (226.46)         (280.46)	equipment Rental Office Supplies/Orinting/Copy	(T,98				(T,9			(01.0)	(1,989.90)	(01.6)	. (01.0)	. (01.0)	(01.6)	(5,969.69)
Hitce & Administrative Expense         (2318.36)         (328.46) <t< td=""><td>Business Meals</td><td>(28</td><td>(2</td><td>(2</td><td>(2)</td><td>(2</td><td>(2)</td><td>(2)</td><td>(280.46)</td><td>(280.46)</td><td>(280.46)</td><td>(280.46)</td><td>(280.46)</td><td>(280.46)</td><td>(3,645.97)</td></t<>	Business Meals	(28	(2	(2	(2)	(2	(2)	(2)	(280.46)	(280.46)	(280.46)	(280.46)	(280.46)	(280.46)	(3,645.97)
rreed Services (45,980.00) (45,980.00) - (12,670.00) -	Total Office & Administrative Expense	(2				(2)			(328.46)	(2,318.36)	(328.46)	(328.46)	(328.46)	(328.46)	(10,239.71)
st Services         (22,670.00)         (12,000.00)         (22,670.00)         (12,000.00)	Outsourced Services	(45,98	- (00:0	•	•	(45,980.00)	,	•	•	(45,980.00)	•	•	•	,	(137,940.00)
ity (256.19) (256.19) (256.19) (256.19) (256.19) (256.19) (256.19) (256.19) (256.19) (256.19) (20.364.16) (20.364.	Consulting Services	(22,67	- (00.0	(12,000.00	-	(22,670.00)		(12,000.00)		(22,670.00)			(12,000.00)		(104,010.00)
(256.19) (256.19) (256.19) (20.364.16) (20	electricity			(5,107.6	- (6	,	•	(5,107.63)			,		(5,107.63)	,	(15,322.89)
(20,384.16)         1         (20,384.16)         1	TVAC	(25	- 6.19)	•	•	(256.19)	,	,	,	(256.19)	,	,	,	,	(768.58)
(1,708.55)   (1,	CAM Charges	(20,36	4.16)	•	•	(20,364.16)				(20,364.16)		•	,		(61,092.48)
Management (351.81) (244.65) (351.81) (344.65) (351.81) (344.65) (351.81) (344.65) (351.81) (	water & sewer	(I,/C	8.55)	' '		(1,708.55) (132.09)				(T,708.55)					(3,125.66)
Management (351.81)         (351.81) </td <td>Pest Control</td> <td>(24</td> <td>4.65)</td> <td>•</td> <td>1</td> <td>(244.65)</td> <td>,</td> <td>,</td> <td></td> <td>(244.65)</td> <td>,</td> <td>,</td> <td>,</td> <td>,</td> <td>(733.95)</td>	Pest Control	(24	4.65)	•	1	(244.65)	,	,		(244.65)	,	,	,	,	(733.95)
ancy (23,057.46) - (5,107.63) - (23,057.46) - (5,107.63) - (5,107.63) - (5,107.63) - (5,107.63) - (5,107.63) - (5,107.63) - (3,108.51) - (3,108.51) - (3,108.51) - (3,111.90) - (3,111.90) - (3,111.90) - (3,111.90) - (1,777.19) - (1,777.19) - (1,777.19) - (1,777.19) - (5,983.33) - (5,983.33) - (7,280.93)	Waste Management	(35	1.81)	•	•	(351.81)				(351.81)					(1,055.43)
Security (33,408.51) (33,408.51) (31,111.90) (31,111.90) (31,111.90)	Total Utilities	(23,05	7.46)	(5,107.63		(23,057.46)		(5,107.63)		(23,057.46)			(5,107.63)		(84,495.27)
(31,111,90) (31,111,90) (31,111,90)	Sen <b>O</b>	(33,40	8.51)	'		(33,408.51)	,	,		(33,408.51)	•	٠			(100,225.53)
hance-Building (1,777.19) - (1,777.19) - (1,777.19) (1,777.19) (1,777.19)	Offigeseurity	(31,11	1.90)	•	•	(31,111.90)	,	•	•	(31,111.90)		•		•	(93,335.69)
(7,280.93) . (7,280.93) . (7,280.93)	Repan & Maintenance - Building ani <b>Gn</b> ial	(1,77	7.19)			(1,777.19)				(1,777.19)					(5,331.56)
	Octal Occupancy	(72.28	- (6.03)	•	•	(72,280,93)	,	,		(72,280,93)					(216.842.78)

Forecasted 13 Week Cash Flow Budget	
Forecast	

	Period 07/30/2022- 08/06/2022- 08/05/2022 08/12/2022	08/06/2022- 08/12/2022	08/13/2022- 08/20/2022- 08/19/2022 08/26/2022	08/20/2022- 08/26/2022	08/27/2022- 09/02/2022	09/03/2022- 09/09/2022	09/10/2022- 09/16/2022	09/17/2022- 09/23/2022	09/24/2022- 10/01/2022- 09/30/2022 10/07/2022	10/01/2022-	10/08/2022- 10/14/2022	10/15/2022- 10/21/2022	10/22/2022- 10/28/2022	Total
Telephone	(18,337.88)	•	•		(18,337.88	-	•	•	(18,337.88)	•	•	•	•	(55,013.65)
Personnel Expenses														
Salaries & Wages - Base	(168,467.44)		(168,467.44)	•	(168,467.44)	-	(168,467.44)		(168,467.44)	٠	(168,467.44)	٠	(168,467.44)	(1,179,272.08)
Payroll Tax	(13,971.09)	•	(13,971.09)		(13,971.09)	-	(13,971.09)	•	(13,971.09)	•	(13,971.09)	•	(13,971.09)	(97,797.65)
Alex Jones Salary	(54,166.67)	•	(54,166.67)	•	(54,166.67)	-	(54,166.67)	•	(54,166.67)	•	(54,166.67)	•	(54,166.67)	(379,166.67)
<b>Fotal Personnel Expenses</b>	(236,605.20)		(236,605.20)		(236,605.20)	-	(236,605.20)		(236,605.20)		(236,605.20)		(236,605.20)	(1,656,236.39)
ravel														
Mileage/Parking/Tolls	(69.66)	(69:66)	(69.66)	(69.66)	(69.66)	(69.66) (	(69.66)	(69.66)	(69.66)	(69.66)	(69.66)	(69:66)	(69.66)	(1,295.98)
Vehicle Leases		(1,470.56)	•	•	•	(1,470.56)		•	•	•	(1,470.56)	•		(4,411.68)
Fotal Travel Expenses	(69.66)	(1,570.25)	(69.66)	(69.66)	(69.66)	(1,570.25)	(69.66)	(69.66)	(69.66)	(69.66)	(1,570.25)	(69.66)	(69.66)	(5,707.66)
otal Operating Expenses	(680,347.03)	(1,898.71)	(256,015.88)	(428.15)	(680,347.03)	(1,898.71)	(256,015.88)	(428.15)	(680,347.03)	(428.15)	(238,503.91)	(19,410.68)	(237,033.35)	(3,053,102.68)
Non-Operating Expenses														
Payment on PQPR Note	(12,500.00)	(15,500.00)	(12,500.00) (15,500.00) (27,500.00)	(27,500.00)	(27,500.00)	(27,500.00)	(55,000.00)	(55,000.00)	(55,000.00)	(55,000.00)	(55,000.00)	(55,000.00)	(55,000.00)	(523,000.00)
AMEX Payment	(172,390.28)	•	(172,390.28)	•	(172,390.28)	-	(172,390.28)		(172,390.28)	•	(172,390.28)	•		(1,034,341.69)
otal Other Expenses	(184,890.28)		(15,500.00) (199,890.28)	(27,500.00)	(199,890.28)	(27,500.00)	(227,390.28)	(55,000.00)	(227,390.28)	(55,000.00)	(227,390.28)	(55,000.00)	(55,000.00)	(1,557,341.69)
Professional Fees														
CRO Fees		•	•	•	•	•	(52,992.00)	٠	(35,328.00)	•	•	٠		(88,320.00)
Financial Adviosr Fee			•	•	,	•	(57,876.00)		(40,352.00)	•	•	•		(98,228.00)
Shannon & Lee LLP	,	•	•	•	•	•	(40,000.00)	,	(60,000.00)		•	•		(100,000.00)
Ray Battaglia			•	•	•	•	(24,000.00)		(24,000.00)	٠		٠		(48,000.00)
<b>Total Professional Fees</b>							(174,868.00)		(159,680.00)					(334,548.00)
Total Cash Flow	\$ (529.176.72)	\$ 101 269.75	1529 175 721 \$ 101 269 75 \$ (87 237 70) \$ 321		C 1EAA 176 73	25 35 35 10 100 100 100 100 100 100 100 100 100	(02 202 COC) \$	TE 200 COE 2	(57 37 35 73)	10000000	(57 325 73)	AC ACA ACC 2	A 7C C3F 44	24 050 044

# **Forecasted 3 Week Cash Flow Budget**

Between July 30, 2022 and August 19, 2022

Period 07/30/2022- 08/06/2022- 08/13/2022-

		08,	/05/2022	08	/12/2022	08	/19/2022
	Week Number		1		2		3
Income							
Product Sa	les	\$	595,489.01	Ś	595,489.01	\$	595,489.01
Advertising		Ψ	-	Ψ	-	۲	-
Donations	•		3,141.25		3,141.25		3,141.25
Total Incor	me		598,630.26		598,630.26		598,630.26
Selling 8	R Product Costs		•		•		•
Inventory I			(76,155.17)		(76,155.17)		(76,155.17)
•	R Inventory		(70,133.17)		(250,000.00)		(70,133.17)
	Account Fees		(26,797.01)		(26,797.01)		(26,797.01)
	ost for drop ship orders		(7,911.81)		(7,911.81)		(7,911.81)
Fulfillment	· ·		(95,278.24)		(95,278.24)		(95,278.24)
Processor			(23,819.56)		(23,819.56)		(23,819.56)
	e Store Maintenance		(27,270.00)		(23,013.30)		(23,013.30)
Texas Sales			(5,337.87)		_		_
	of Goods Sold		(262,569.67)		(479,961.80)		(229,961.80)
	ng Expenses		(202,303.07)		(475,501.00)		(223,302.00)
•	•						
	g & Promotion		(2.041.00)				
Print Medi	g & Promotion		(3,041.98)		-		-
			(3,000.00)		-		-
	w Advertising		(11,500.00)				
	ertising & Promotion		(17,541.98)		-		-
-	/IT/IP Expense TV services		(2.092.00)				(1 (00 20)
			(2,082.90)		-		(1,608.39)
	icense Fees		(140.80)		-		-
	ting Service		(28,595.13)		-		-
	Cloud Storage		(55,728.00)		-		-
Satellite Se			(137,282.93)		-		-
Imaging Lic			(9,201.25)		-		-
Software 8	• •		(5,000.00)		-		- (266.50)
Website H			-		<u>-</u>		(266.50)
	puter/IT/IP Expense		(238,031.01)		-		(1,874.89)
Insurance	ducinistrativa Funcias		(2,166.50)		-		-
	dministrative Expense		/4F 00\		(45.00)		(45.00)
	& Service Charges		(45.90)		(45.90)		(45.90)
Equipment			(1,989.90)		- (2.10)		- (2.40)
Business M	plies/Printing/Copy		(2.10)		(2.10)		(2.10)
			(280.46)		(280.46)		(280.46)
Total Offic	e & Administrative Expense		(2,318.36)		(328.46)		(328.46)
Outsource	d Services		(45,980.00)		-		-
Consulting	Services		(22,670.00)		-		(12,000.00)
Utilities							
Electricity			-		-		(5,107.63)
HVAC			(256.19)		-		-
	PQPR-7						



Period	07/30/2022-	08/06/2022-	08/13/2022-
	08/05/2022	08/12/2022	08/19/2022
CAM Charges	(20,364.16)	-	-
Water & Sewer	(1,708.55)	-	-
Gas Service	(132.09)	-	-
Pest Control	(244.65)	-	-
Waste Management	(351.81)	-	-
Total Utilities	(23,057.46)	-	(5,107.63)
Occupancy			
Rent	(33,408.51)	-	-
Office Security	(31,111.90)	-	-
Repair & Maintenance - Building	(1,777.19)	-	-
Janitorial	(5,983.33)	-	-
Total Occupancy	(72,280.93)	-	-
Supplies	(1,258.02)	-	-
Telephone	(18,337.88)	-	-
Personnel Expenses			
Salaries & Wages - Base	(168,467.44)	-	(168,467.44)
Payroll Tax	(13,971.09)	-	(13,971.09)
Alex Jones Salary	(54,166.67)	-	(54,166.67)
Total Personnel Expenses	(236,605.20)	-	(236,605.20)
Travel			
Mileage/Parking/Tolls	(99.69)	(99.69)	(99.69)
Vehicle Leases		(1,470.56)	-
Total Travel Expenses	(99.69)	(1,570.25)	(99.69)
Total Operating Expenses	(680,347.03)	(1,898.71)	(256,015.88)
Non-Operating Expenses			
Payment on PQPR Note	(12,500.00)	(15,500.00)	(27,500.00)
AMEX Payment	(172,390.28)	-	(172,390.28)
Total Other Expenses	(184,890.28)	(15,500.00)	(199,890.28)
Professional Fees			
CRO Fees	-	-	-
Financial Adviosr Fee	-	-	-
Shannon & Lee LLP	-	-	-
Ray Battaglia	-	-	-
<b>Total Professional Fees</b>		-	-
Total Cash Flow	\$ (529,176.72)	\$ 101,269.75	\$ (87,237.70)

United States Bankruptcy Court Southern District of Texas

### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

ENTERED
August 24, 2022
Nathan Ochsner, Clerk

in re:	8	
	§	Case No. 22-60043
FREE SPEECH SYSTEMS, LLC.,	§	Chapter 11 (Subchapter V)
	§	
Debtor.	§	

# SECOND INTERIM ORDER AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL AND PROVIDING PARTIAL ADEQUATE PROTECTION

On July 29, 2022, the above-captioned debtor and debtor-in-possession (the "Debtor" or "FSS") in the above-captioned chapter 11 case (the "Case"), filed its Emergency Motion for an Interim and Final Order (I) Authorizing the Use of Cash Collateral Pursuant to sections 105, 361, and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001(b) and (II) Granting Adequate Protection to the Pre-Petition Secured Lender (the "Motion"). In the Motion, the Debtor requested, inter alia, entry of an interim order pursuant to Sections 105, 361, and 363 of title 11 of the United States Code,11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and in accordance with Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtor's use of Cash Collateral (as hereinafter defined), as set forth herein. The Court held an interim hearing on the Motion on August 3, 2022 (the "Interim Hearing") and entered an order approving the interim use of cash collateral. (the "First Interim Order"). This order is the second interim order ("Second Interim Order"), negotiated between the Debtor and certain tort claimants pursuing litigation against the Debtor and others in Texas and Connecticut (the "Tort Plaintiffs"). The Debtor and the Tort Plaintiffs reserve all rights relating to a final hearing on the use of cash collateral. The findings contained in the First Interim Order are incorporated by reference.

#### NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Interim Use. The Court approves the interim use of cash collateral as set forth herein.

- 2. <u>Interim Order</u>. This Order shall be considered an interim cash collateral order and shall be binding upon all parties and upon all subsequently appointed court officers, including any trustee appointed in the Case under Chapter 7 or Chapter 11 of the Bankruptcy Code.
- 3. <u>DIP Account.</u> The Debtor shall maintain debtor in possession ("<u>DIP</u>") accounts at Axos Bank which accounts shall contain all operating revenues and any other source of cash constituting Cash Collateral, which is (or has been) generated by and is attributable to the Debtor's business (the "<u>DIP Account</u>"). All cash generated by the Debtor or from the Debtor's business or assets, including any cash held in any of the Debtor's pre-petition bank accounts, shall be immediately transferred by the Debtor to the DIP Account. The Debtor shall be prohibited from withdrawing or using Cash Collateral funds from the DIP Account except as provided for in the Budget, this Order, or pursuant to further order of the Court.
- 4. Terms of Cash Collateral Use. The Debtor is hereby authorized to use Cash Collateral during the period covered by this Second Interim Order (the "Interim Period") to pay the items set forth in the revised Budget attached to this Order as Exhibit A, and up to the respective aggregate amount of disbursements set forth in the Budget for any week during the Interim Period, subject to the Permitted Variance (as hereinafter defined). The Permitted Variance shall be defined as 10% per line item and 20% of the overall Budget. The Debtor shall not use, sell, or expend, directly or indirectly, the Cash Collateral except pursuant to the Budget and upon the terms and conditions set forth in this Order.
- 5. No Payments to Insiders. Other than as provided for in the Budget, the Debtor shall not make any payment to or for the benefit of any insider of the Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. Other than as provided for in the Budget, no payments to any insider during the Interim Period shall exceed \$20,000.
- 6. Payment to PQPR for Inventory Purchase. Notwithstanding the limitation on payments to insiders set forth in the preceding paragraph, the Debtor is authorized to use Cash Collateral to pay PQPR up to \$750,000 as provided in the Budget for "Repay PQPR Inventory" (each payment comprising a portion of the \$750,000, a "PQPR Payment"). Creditors and parties in interest shall have thirty (30) days from the date

they receive notice that a PQPR Payment was issued to object to the appropriateness of that payment and file pleadings with the Court seeking to clawback the PQPR Payment. The Debtor shall provide notice of a PQPR Payment to creditors and parties in interest on the same day the payment is issued.

- 7. <u>Further Authorization</u>. The Debtor is hereby authorized to enter into all agreements pursuant to the terms of this Order necessary to allow the Debtor to use Cash Collateral subject to the terms of this Order in the amounts and for the expenses set forth on the Budget. The Debtor is authorized to collect and receive all accounts receivable and other operating revenues and immediately deposit same in the DIP Account.
- 8. <u>Taxes</u>. Nothing in this Order shall be construed to grant PQPR (the "<u>Pre-Petition Lender</u>") liens which are senior to pre- and post-petition statutory ad valorem real property tax liens. The Debtor shall remain current in all post-petition tax payments and reporting obligations, including, but not limited to, all ad valorem real property taxes and federal trust fund taxes.
- 9. <u>Adequate Protection Replacement Liens</u>. The adequate protection and related carve outset forth in the First Interim Order are incorporated in the Second Interim Order.
- 10. <u>Subsequent Modification of Order.</u> If any or all of the provisions of this Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity of any obligation, indebtedness or liability incurred by the Debtor from the Petition Date through the effective date of such modification, vacation or stay, or the validity or enforceability of any security interest, lien or priority authorized or created by this Order.
- 11. <u>Credit Card Processing</u>. The Debtor is authorized to instruct its credit card processor to remit to Blue Ascension, LLC its fulfillment charges as set forth in the *Emergency Motion to Amend Interim Order Authorizing the Use of Cash Collateral*, from the daily settlement contemporaneously with the distributions to FSS and PQPR.
- 12. <u>Reporting</u>. The Debtor shall report each Tuesday for the preceding calendar week reflecting weekly sales and disbursement of the proceeds of those sales. A copy of the report shall be forwarded to the

Case 4.28ec2/2964643 DiDooumeen 6922 Hillebelino it 20 St/2 3/2 30 8/2 12/2 St Prage 41.5556 of 194

U.S. Trustee, the Subchapter V Trustee, counsel for PQPR and Jarrod Martin as a representative of the Tort

Plaintiffs.

13. Reservation of Rights. Nothing herein shall constitute a finding or ruling by this Court that

any alleged and disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender

in respect of the purported PQPR Notes (as defined in the Motion) is valid, senior, enforceable, prior, perfected,

or nonavoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including but not

limited to the Debtor, any official committee appointed in the Chapter 11 Case or any other creditor, to

challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged and

disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender in respect of the

purported PQPR Notes.

14. Discovery. The Tort Plaintiffs issued written discovery to the Debtor and PQPR relating to the

use of cash collateral on a final basis. PQPR and the Debtor will provide written discovery responses and

produce responsive documents to the Tort Plaintiffs no later than August 30. If PQPR and the Debtor have

objections to discovery, it will be their obligation file written objections to discovery before August 30, 2022.

PQPR and the Debtor will make a good faith effort to begin producing responsive documents on a rolling basis

as soon as possible, but not later than August 29th, 2022. The Tort Plaintiffs will provide deposition topics no

later than August 22, which may be subject to amendment once document production is reviewed. The Debtor

shall present a corporate representative for deposition on September 6, 2022. PQPR shall present a corporate

representative for deposition on September 8. PQPR, the Debtor, and the Tort Plaintiffs agree that any

discovery dispute may be heard on an emergency basis.

15. Final Cash Collateral Hearing: A final hearing on the Motion shall be held before this

Court on September 13, 2022, at 1:00 p.m. Central time.

Signed: August 24, 2022

Christopher Lopez

United States Bankruptcy Judge

## Free Speech Systems LLC Forecasted Interim Cash Flow Budget (Week 4 - Week 7)

Between August 20, 2022 and September 16, 2022

Period		/20/2022- /26/2022		2/27/2022- /02/2022		9/03/2022- /09/2022		9/10/2022- 0/16/2022		Total
Week Number		4		5		6		7		
lana ana										
Income Product Sales	\$	900,000.00	ć	1,000,000.00	ć	1,000,000.00	خ	1,000,000.00	\$	3,900,000.00
Advertising	\$	480,166.46	\$	-	\$	-	ڊ \$	-	\$	480,166.46
Donations	\$	3,141.25	- 1	3,141.25	\$	3,141.25	\$	3,141.25	\$	12,564.99
Total Income	_	1,383,307.71	_	1,003,141.25	_	1,003,141.25	_	1,003,141.25	\$	4,392,731.45
Selling & Product Costs										
Inventory Purchase	\$	(76,155.17)	\$	(76,155.17)	\$	(225,294.19)	\$	(225,294.19)	\$	(602,898.72)
Repay PQPR Inventory	\$	(250,000.00)			\$	(500,000.00)		-	\$	(750,000.00)
Merchant Account Fees	\$	(44,100.00)		(49,000.00)		(49,000.00)				(191,100.00)
Shipping cost for drop ship orders	\$	(11,957.62)		(13,286.25)	- 1	(13,286.25)				(51,816.36)
Fulfillment Services Processor Fees	\$ \$	(219,512.20)		(243,902.44) (40,000.00)		(243,902.44) (40,000.00)		(243,902.44) (40,000.00)		(951,219.51) (156,000.00)
eCommerce Store Maintenance	\$	(30,000.00)	\$	(27,270.00)		(40,000.00)	\$	(40,000.00)	\$	(27,270.00)
Texas Sales Tax	\$	-	\$	(5,337.87)		-	\$	-	\$	(5,337.87)
Total Cost of Goods Sold	\$	(637,724.99)	\$	,	_	(1,071,482.87)	\$	(571,482.87)	\$	(2,735,642.47)
Operating Expenses										
Advertising & Promotion										
Advertising & Promotion	\$	-	\$	(3,041.98)	\$	-	\$	-	\$	(3,041.98)
Print Media	\$	-	\$	(3,000.00)		-	\$	-	\$	(3,000.00)
Radio Show Advertising	\$	-	\$	(11,500.00)	_	-	\$	-	\$	(11,500.00)
Total Advertising & Promotion Computer/IT/IP Expense	\$	-	\$	(17,541.98)	Ş	-	\$	-	\$	(17,541.98)
Internet & TV services	\$	_	\$	(2,082.90)	\$	_	\$	(1,608.39)	ς	(3,691.30)
Software License Fees	\$		\$	(140.80)		_	\$		\$	(140.80)
Server Hosting Service	\$	-	\$	(28,595.13)		-	\$	-	\$	(28,595.13)
CDN Video Cloud Storage	\$	-	\$	(55,728.00)		-	\$	-	\$	(55,728.00)
Satellite Service	\$	-	\$	(137,282.93)	\$	-	\$	-	\$	(137,282.93)
Imaging License Fee	\$	-	\$	(9,201.25)	\$	-	\$	-	\$	(9,201.25)
Software & Apps	\$	-	\$	(5,000.00)	\$	-	\$	-	\$	(5,000.00)
Website Hosting	\$	-	\$	(222 224 24)	\$	-	\$	, ,	\$	(266.50)
Total Computer/IT/IP Expense Insurance	<b>\$</b> \$	-	<b>\$</b> \$	(238,031.01) (2,166.50)		-	<b>\$</b> \$	(1,874.89)	<b>\$</b>	(239,905.91)
Office & Administrative Expense	Ş	-	Ş	(2,100.30)	ڔ	-	ڔ	-	\$	(2,166.50)
Bank Fees & Service Charges	\$	(69.38)	Ś	(77.08)	Ś	(77.08)	Ś	(77.08)		(300.63)
Equipment Rental	\$	-	\$	(1,989.90)		-	\$	-	\$	(1,989.90)
Office Supplies/Printing/Copy	\$	(3.17)		(3.53)		(3.53)		(3.53)		(13.76)
Business Meals	\$	(423.88)	\$	(470.97)	\$	(470.97)	\$	(470.97)	\$	(1,836.79)
<b>Total Office &amp; Administrative</b>	\$	(496.43)	\$	(2,541.48)	\$	(551.58)	\$	(551.58)	\$	(4,141.08)
Expense										
Outsourced Services	\$	-	\$	-	\$	-	\$	-		
Consulting Services Utilities	\$	-	\$	-	\$	-	\$	-		
Electricity	\$	_	\$	_	\$	_	\$	(5,107.63)	ς	(5,107.63)
HVAC	\$	_	\$	(256.19)		_	\$	(3,107.03)	\$	(256.19)
CAM Charges	\$	-	\$	(20,364.16)		-	\$	-	\$	(20,364.16)
Water & Sewer	\$	-	\$	(1,708.55)		-	\$	-	\$	(1,708.55)
Gas Service	\$ \$	-	\$	(132.09)	\$	-	\$	-	\$	(132.09)
Pest Control	\$	-	\$	(244.65)	\$	-	\$	-	\$	(244.65)
Waste Management	\$	-	\$	(351.81)	-	-	\$	-	\$	(351.81)
Total Utilities	\$	-	\$	(23,057.46)	\$	-	\$	(5,107.63)	\$	(28,165.09)
Occupancy	,		۲.	/22 400 54\	۲.		۲,		۲.	(22,400,54)
Rent Office Security	\$ \$	-	\$ \$	(33,408.51)		-	\$ ¢	-	\$ \$	(33,408.51)
Repair & Maintenance - Building	\$ \$	-	\$ \$	(31,111.90) (1,777.19)		-	\$ \$	-	\$ \$	(31,111.90) (1,777.19)
Janitorial	\$	_	\$	(5,983.33)		_	\$		\$	(5,983.33)
Total Occupancy	\$	-	\$	(72,280.93)	-	-	\$		\$	(72,280.93)
Supplies	\$	-	\$	(1,258.02)		-	\$		\$	(1,258.02)
Telephone			\$	(18,337.88)		-	\$	-	\$	(18,337.88)
Personnel Expenses									\$	-
Salaries & Wages - Base	\$	-	\$	(168,467.44)		-	\$			(336,934.88)
Payroll Tax	\$	-	\$	(13,287.76)		-	\$			(26,575.52)
Alex Jones Salary	\$		\$	(20,000.00)	\$	-	\$	(20,000.00)	\$	(40,000.00)



## Free Speech Systems LLC Forecasted Interim Cash Flow Budget (Week 4 - Week 7)

#### Between August 20, 2022 and September 16, 2022

	Period	08/	/20/2022-	08	/27/2022-	09	/03/2022-	09	/10/2022-	Total
		08/	26/2022	09,	/02/2022	09,	/09/2022	09,	/16/2022	
Total Personnel Expenses		\$	-	\$	(201,755.20)	\$	-	\$	(201,755.20)	\$ (403,510.40)
Travel										\$ -
Mileage/Parking/Tolls		\$	(150.67)	\$	(167.41)	\$	(167.41)	\$	(167.41)	\$ (652.90)
Vehicle Leases		\$	-	\$	-	\$	(1,470.56)	\$	-	\$ (1,470.56)
Total Travel Expenses		\$	(150.67)	\$	(167.41)	\$	(1,637.97)	\$	(167.41)	\$ (2,123.46)
<b>Total Operating Expenses</b>		\$	(647.10)	\$	(577,137.87)	\$	(2,189.56)	\$	(209,456.72)	\$ (789,431.24)
Non-Operating Expenses										\$ -
Payment on PQPR Note		\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$ (20,000.00)
AMEX Payment		\$	-	\$	-	\$	-	\$	-	\$ -
Total Other Expenses		\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$ (20,000.00)
Professional Fees										
Subchapter v Trustee retainer								\$	(25,000.00)	\$ (25,000.00)
Fulfillment Expert		\$	(12,500.00)	\$	-	\$	-	\$	-	\$ (12,500.00)
Witness expenses and cost										
Pattis & Smith		\$	-	\$	-	\$	(100,000.00)	\$	-	\$ (100,000.00)
Reynal Law Firm, PC		\$	-	\$	-	\$	(50,000.00)	\$	-	\$ (50,000.00)
SALLC Fees		\$	-	\$	-	\$	-			\$ -
Shannon & Lee LLP		\$	-	\$	-	\$	-			\$ -
Ray Battaglia		\$	-	\$	-	\$	-			\$ -
<b>Total Professional Fees</b>		\$	(12,500.00)	\$	-	\$	(150,000.00)	\$	(25,000.00)	\$ (187,500.00)
Total Cash Flow		\$	727,435.62	\$	(33,948.36)	\$	(225,531.18)	\$	192,201.66	\$ 660,157.73

HOUSTON DIVISION

United States Bankruptcy Court Southern District of Texas

#### **ENTERED** UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS

September 13, 2022 Nathan Ochsner, Clerk

In re:	§ .	
	§	Case No. 22-60043
FREE SPEECH SYSTEMS, LLC.,	§	Chapter 11 (Subchapter V)
	§	- '
Debtor.	§	

#### THIRD INTERIM ORDER AUTHORIZING DEBTOR'S USE OF CASH COLLATERAL AND PROVIDING PARTIAL ADEQUATE PROTECTION

On July 29, 2022, the above-captioned debtor and debtor-in-possession (the "Debtor" or "FSS") in the above-captioned chapter 11 case (the "Case"), filed its Emergency Motion for an Interim and Final Order (I) Authorizing the Use of Cash Collateral Pursuant to sections 105, 361, and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 4001(b) and (II) Granting Adequate Protection to the Pre-Petition Secured Lender (the "Motion"). In the Motion, the Debtor requested, inter alia, entry of an interim order pursuant to Sections 105, 361, and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and in accordance with Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the Debtor's use of Cash Collateral (as hereinafter defined), as set forth herein. The Court held an interim hearing on the Motion on August 3, 2022 (the "Interim Hearing") and entered an order approving the interim use of cash collateral. (the "First Interim Order"). On August 24, 2022, the Court entered a Second Interim Order Authorizing Debtor's Use of Cash Collateral and Providing Partial Adequate Protection ("Second Interim Order") [Dkt. No. 98]. This order is the third interim order ("Third Interim Order"), negotiated between the Debtor and certain tort claimants pursuing litigation against the Debtor and others in Texas and Connecticut (the "Tort Plaintiffs"). The Debtor and the Tort Plaintiffs reserve all rights relating to a final hearing on the use of cash collateral. The findings contained in the First Interim Order are incorporated by reference.

#### NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. <u>Interim Use</u>. The Court approves the interim use of cash collateral as set forth herein.

- 2. <u>Interim Order</u>. This Order shall be considered an interim cash collateral order and shall be binding upon all parties and upon all subsequently appointed court officers, including any trustee appointed in the Case under Chapter 7 or Chapter 11 of the Bankruptcy Code.
- 3. <u>DIP Account</u>. The Debtor shall maintain debtor in possession ("<u>DIP</u>") accounts at Axos Bank which accounts shall contain all operating revenues and any other source of cash constituting Cash Collateral, which is (or has been) generated by and is attributable to the Debtor's business (the "<u>DIP Account</u>"). All cash generated by the Debtor or from the Debtor's business or assets, including any cash held in any of the Debtor's pre-petition bank accounts, shall be immediately transferred by the Debtor to the DIP Account. The Debtor shall be prohibited from withdrawing or using Cash Collateral funds from the DIP Account except as provided for in the Budget, this Order, or pursuant to further order of the Court.
- 4. Terms of Cash Collateral Use. The Debtor is hereby authorized to use Cash Collateral during the period covered by this Third Interim Order (the "Interim Period") to pay the items set forth in the revised Budget attached to this Order as Exhibit A, and up to the respective aggregate amount of disbursements set forth in the Budget for any week during the Interim Period, subject to the Permitted Variance (as hereinafter defined). The Permitted Variance shall be defined as 10% per line item and 20% of the overall Budget. The Debtor shall not use, sell, or expend, directly or indirectly, the Cash Collateral except pursuant to the Budget and upon the terms and conditions set forth in this Order.
- 5. No Payments to Insiders. Other than as provided for in the Budget, the Debtor shall not make any payment to or for the benefit of any insider of the Debtor, either directly or indirectly, as that term is defined in section 101(31) of the Bankruptcy Code. Other than as provided for in the Budget, no payments to any insider during the Interim Period shall exceed \$20,000.
- 6. <u>Payment to PQPR for Inventory Purchase</u>. The (i) rights of Creditors and parties in interest to object to the appropriateness of post-petition payments to PQPR for Inventory Purchases and file pleadings with the Court seeking to clawback the PQPR Payment and (ii) the obligation of the Debtor to provide notice

of a PQPR Payment to creditors and parties in interest as set forth in the First and Second Interim Cash Collateral Orders are fully preserved by this Order.

- 7. <u>Further Authorization</u>. The Debtor is hereby authorized to enter into all agreements pursuant to the terms of this Order necessary to allow the Debtor to use Cash Collateral subject to the terms of this Order in the amounts and for the expenses set forth on the Budget. The Debtor is authorized to collect and receive all accounts receivable and other operating revenues and immediately deposit same in the DIP Account.
- 8. <u>Taxes</u>. Nothing in this Order shall be construed to grant PQPR (the "<u>Pre-Petition Lender</u>") liens which are senior to pre- and post-petition statutory ad valorem real property tax liens. The Debtor shall remain current in all post-petition tax payments and reporting obligations, including, but not limited to, all ad valorem real property taxes and federal trust fund taxes.
- 9. <u>Adequate Protection Replacement Liens</u>. The adequate protection and related carve out set forth in the First and Second Interim Orders are incorporated in the Third Interim Order.
- 10. <u>Subsequent Modification of Order</u>. If any or all of the provisions of this Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity of any obligation, indebtedness or liability incurred by the Debtor from the Petition Date through the effective date of such modification, vacation or stay, or the validity or enforceability of any security interest, lien or priority authorized or created by this Order.
- 11. <u>Credit Card Processing</u>. The Debtor is authorized to instruct its credit card processor to remit to Blue Ascension, LLC its fulfillment charges as set forth in the *Emergency Motion to Amend Interim Order Authorizing the Use of Cash Collateral*, from the daily settlement contemporaneously with the distributions to FSS and PQPR.
- 12. <u>Reporting</u>. The Debtor shall report each Tuesday for the preceding calendar week reflecting weekly sales and disbursement of the proceeds of those sales. A copy of the report shall be forwarded to the U.S. Trustee, the Subchapter V Trustee, counsel for PQPR and Jarrod Martin as a representative of the Tort Plaintiffs.

13. Reservation of Rights. Nothing herein shall constitute a finding or ruling by this Court that any alleged and disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender in respect of the purported PQPR Notes (as defined in the Motion) is valid, senior, enforceable, prior, perfected, or nonavoidable. Moreover, nothing herein shall prejudice the rights of any party-in-interest, including but not limited to the Debtor, any official committee appointed in the Chapter 11 Case or any other creditor, to challenge the validity, priority, enforceability, seniority, avoidability, perfection, or extent of any alleged and disputed lien or alleged and disputed security interest held by the alleged Pre-Petition Lender in respect of the

14. <u>Final Cash Collateral Hearing</u>: A final hearing on the Motion shall be held before this Court on October 12, 2022, at 10:00 a.m. Central time.

Signed: September 13, 2022

purported PQPR Notes.

United States Bankruptcy Judge

# Free Speech Systems LLC Forecasted Interim Cash Flow Budget (Week 8- Week 11)

#### Between September 17, 2022 and October 14, 2022

Period		)/17/2022- /23/2022		0/24/2022- /30/2022		0/01/2022- 0/07/2022		0/08/2022- 0/14/2022		Total
Week Number		8		9		10		11		
Income										
Product Sales		1,000,000.00	-	1,000,000.00		1,000,000.00		1,000,000.00	-	4,000,000.00
Advertising	\$	100,000.00	\$	100,000.00	\$	100,000.00	\$	100,000.00	\$	400,000.00
Donations	\$	3,141.25	\$	3,141.25	\$	3,141.25	\$	3,141.25	\$	12,564.99
Total Income	\$	1,103,141.25	\$	1,103,141.25	\$	1,103,141.25	\$	1,103,141.25	\$	4,412,564.99
Selling & Product Costs										
Inventory Purchase	\$	(225,294.19)	\$	(225,294.19)	\$	(225,294.19)	\$	(225,294.19)	\$	(901,176.75)
Repay PQPR Inventory	\$	-	\$	-	\$	-	\$	-	\$	-
Merchant Account Fees	\$	(49,000.00)	\$	(49,000.00)	\$	(49,000.00)	\$	(49,000.00)	\$	(196,000.00)
Shipping cost for drop ship orders	\$	(13,286.25)	\$	(13,286.25)	\$	(13,286.25)	\$	(13,286.25)	\$	(53,144.99)
Fulfillment Services	\$	(293,902.44)	\$	(293,902.44)	\$	(293,902.44)	\$	(293,902.44)	\$	(1,175,609.76)
Processor Fees	\$	(40,000.00)	\$	(40,000.00)	\$	(40,000.00)	\$	(40,000.00)	\$	(160,000.00)
eCommerce Store Maintenance	\$	-	\$	(27,270.00)	\$	-	\$	-	\$	(27,270.00)
Texas Sales Tax	\$	-	\$	(5,337.87)	\$	-	\$	-	\$	(5,337.87)
Total Cost of Goods Sold	\$	(621,482.87)	\$	(654,090.74)	\$	(621,482.87)	\$	(621,482.87)	\$	(2,518,539.36)
Operating Expenses										
Advertising & Promotion										
Advertising & Promotion	\$	-	\$	(3,041.98)	\$	-	\$	-	\$	(3,041.98)
Print Media	\$	-	\$	(3,000.00)	\$	-	\$	-	\$	(3,000.00)
Radio Show Advertising	\$	-	\$	(11,500.00)	\$	-	\$	-	\$	(11,500.00)
Total Advertising & Promotion	\$	-	\$	(17,541.98)		-	\$	-	\$	(17,541.98)
Computer/IT/IP Expense										
Internet & TV services	\$	-	\$	(2,082.90)	\$	-	\$	(1,608.39)	\$	(3,691.30)
Software License Fees	\$	-	\$	(140.80)	\$	-	\$	-	\$	(140.80)
Server Hosting Service	\$	-	\$	(28,595.13)	\$	-	\$	-	\$	(28,595.13)
CDN Video Cloud Storage	\$	-	\$	(55,728.00)	\$	-	\$	-	\$	(55,728.00)
Satellite Service	\$	-	\$	(137,282.93)	\$	-	\$	-	\$	(137,282.93)
Imaging License Fee	\$	-	\$	(9,201.25)	\$	-	\$	-	\$	(9,201.25)
Software & Apps	\$	-	\$	(5,000.00)	\$	-	\$	-	\$	(5,000.00)
62410 Contract Broadcase Services	\$	(11,200.00)							\$	(11,200.00)
62420 Contract Radio Show	\$	(25,000.00)							\$	(25,000.00)
Production										
62430 Contract Video Production	\$	(10,000.00)							\$	(10,000.00)
62470 Free Lance Contributors	\$	(3,500.00)							\$	(3,500.00)
Website Hosting	\$ <b>\$</b>	-	\$	-	\$	=	\$	-		
Total Computer/IT/IP Expense	\$	(49,700.00)	\$	(238,031.01)	\$	-	\$	(1,608.39)	\$	(289,339.41)
Insurance	\$	-	\$	(2,166.50)	\$	-	\$	-	\$	(2,166.50)
Office & Administrative Expense										
Bank Fees & Service Charges	\$	(77.08)	\$	(77.08)	\$	(77.08)	\$	(77.08)	\$	(308.34)
Equipment Rental	\$	-	\$	(1,989.90)	\$	-	\$	-	\$	(1,989.90)
Office Supplies/Printing/Copy	\$	(3.53)	\$	(3.53)	\$	(3.53)	\$	(3.53)	\$	(14.11)
Business Meals	\$	(470.97)	\$	(470.97)	\$	(470.97)	\$	(470.97)	\$	(1,883.89)
<b>Total Office &amp; Administrative Expense</b>	\$	(551.58)	\$	(2,541.48)	\$	(551.58)	\$	(551.58)	\$	(4,196.24)
Utilities	_				_		_	/F	_	/F 437 55
Electricity	\$	-	\$	-	\$	-	\$			(5,107.63)
HVAC	\$	-	\$	(256.19)		-	\$		\$	(256.19)
CAM Charges	\$	-	\$	(20,364.16)		-	\$		\$	(20,364.16)
Water & Sewer	\$	-	\$	(1,708.55)	\$	-	\$	-	\$	(1,708.55)

# Free Speech Systems LLC Forecasted Interim Cash Flow Budget (Week 8- Week 11)

#### Between September 17, 2022 and October 14, 2022

Period	-	/17/2022- /23/2022		/24/2022- /30/2022		/01/2022- /07/2022		/08/2022- /14/2022		Total
Gas Service	\$	-	\$	(132.09)		-	\$	-	\$	(132.09)
Pest Control	\$	-	\$	(244.65)	-	-	\$	-	\$	(244.65)
Waste Management	\$	-	\$	(351.81)	-	-	\$	-	\$	(351.81)
Total Utilities	\$	-	\$	(23,057.46)		-	\$	(5,107.63)	\$	(28,165.09)
Occupancy			•	, ,			·	,	·	. , ,
Rent	\$	-	\$	(33,408.51)	\$	-	\$	-	\$	(33,408.51)
Office Security	\$	-	\$	(31,111.90)	\$	-	\$	-	\$	(31,111.90)
Repair & Maintenance - Building	\$	-	\$	(1,777.19)		-	\$	-	\$	(1,777.19)
Janitorial	\$	-	\$	(5,983.33)	\$	-	\$	-	\$	(5,983.33)
Total Occupancy	\$	-	\$	(72,280.93)		-	\$	-	\$	(72,280.93)
Supplies	\$	-	\$	(1,258.02)	\$	-	\$	-	\$	(1,258.02)
Telephone	\$	-	\$	(18,337.88)	\$	-	\$	-	\$	(18,337.88)
Personnel Expenses									\$	-
Salaries & Wages - Base	\$	-	\$	(168,467.44)	\$	-	\$	(168,467.44)	\$	(336,934.88)
Payroll Tax	\$	-	\$	(13,287.76)	\$	-	\$	(13,287.76)	\$	(26,575.52)
Alex Jones Salary		-	\$	(20,000.00)	\$	-	\$	(20,000.00)	\$	(40,000.00)
Total Personnel Expenses	\$ <b>\$</b>	-	\$	(201,755.20)	\$	-	\$	(201,755.20)	\$	(403,510.40)
Travel										
Mileage/Parking/Tolls	\$	(167.41)	\$	(167.41)	\$	(167.41)	\$	(167.41)	\$	(669.64)
Vehicle Leases	\$	-	\$	-	\$	-	\$	(1,470.56)	\$	(1,470.56)
Total Travel Expenses	\$	(167.41)	\$	(167.41)	\$	(167.41)	\$	(1,637.97)	\$	(2,140.20)
Total Operating Expenses	\$	(50,419.00)	\$	(577,137.87)	\$	(719.00)	\$	(210,660.78)	\$	(838,936.64)
Non-Operating Expenses										
Payment on PQPR Note	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(20,000.00)
AMEX Payment	\$	-	\$	=	\$	-	\$	-		
Total Other Expenses	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(5,000.00)	\$	(20,000.00)
Professional Fees										
Subchapter v Trustee retainer										
Fulfillment Expert	\$	(22,487.56)	\$	-	\$	-	\$	-	\$	(22,487.56)
Economic Loss Expert									\$	-
Alex Jones at Trial Cost	\$	( <b>80</b> )8 <b>20</b> ( <b>80</b> )							\$	(80%920%90)
Witness expenses and trial costs	\$	(34,048.00)							\$	(34,048.00)
Brittany Paz									\$	-
Pattis & Smith	\$	-	\$	-	\$	(100,000.00)	\$	-	\$	(100,000.00)
Reynal Law Firm, PC	\$	-	\$	-	\$	(100,000.00)	\$	-	\$	(100,000.00)
SALLC Fees			\$	-	\$	-	\$	(188,018.31)	\$	(188,018.31)
Shannon & Lee LLP			\$	-	\$	-	\$	(207,348.36)	\$	(207,348.36)
Ray Battaglia			\$		\$	-	\$	(47,316.80)	\$	(47,316.80)
Total Professional Fees	\$	(137,455.56)	\$	-	\$	(200,000.00)	\$	(442,683.47)	\$	(780,139.03)
Total Cash Flow	\$	288,783.82	\$	(133,087.37)	\$	275,939.38	\$	(176,685.88)	\$	254,949.95



Fill in this	information to identify the case:	
Debtor 1	Free Speech Systems, LLC	
Debtor 2 (Spouse, if filir	ng)	
United State	s Bankruptcy Court for the: Southern District of Texas	<b>~</b>
Case numbe	<sub>er</sub> 22-60043	

## Official Form 410

Proof of Claim 04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

F	art 1: Identify the	Claim							
1.	Who is the current creditor?	PQPR Holdings Limited LLC  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor							
2.	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whor	n?						
3.	Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure	Where should notices to the creditor be sent?  Streusand Landon Ozburn & Lemmon, LLP  Name  1801 S. Mopac Expy., Suite 320			Where should payments to the creditor be sent? (if different)  Streusand Landon Ozburn & Lemmon, LLP  Name  1801 S. Mopac Expy., Suite 320				
	(FRBP) 2002(g)	Number Street Austin	TX	78746	Number Austin	Street TX	78746		
		Contact priorie	State -220-2688 non@slollp.co		City  Contact phone  Contact email	State 512-220-2688 lemmon@slollp.com	ZIP Code		
		Uniform claim identifier	Uniform claim identifier for electronic payments in chapter 13 (if you use one):						
4.	Does this claim amend one already filed?	_ 110	ber on court claim	s registry (if known) _		Filed on	DD / YYYY		
5.	Do you know if anyone else has filed a proof of claim for this claim?	☐ Yes Who made	the earlier filing?						

PQPR-10 Official Form 410

006731 page 1

P	art 2: Give Informati	on About the Claim as of the Date the Case Was Filed
6.	Do you have any number you use to identify the debtor?	No See It is a second or any number you use to identify the debtor:
7.	How much is the claim?	\$\$ 68,154,691.46. Does this amount include interest or other charges?  plus additional unpaid debt  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  Limit disclosing information that is entitled to privacy, such as health care information.  Goods sold, unpaid account, resulting in 2 Promissory Notes and
		subsequent additional unpaid goods sold.
9.	Is all or part of the claim secured?	No  Yes. The claim is secured by a lien on property.  Nature of property:  □ Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim  Attachment (Official Form 410-A) with this Proof of Claim.  □ Motor vehicle □ Other. Describe:  □ all assets of debtor  Basis for perfection:  □ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has
		been filed or recorded.)
		Value of property: \$\_68,154,691.46
		Amount of the claim that is secured: \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		Amount necessary to cure any default as of the date of the petition: \$
		Annual Interest Rate (when case was filed) per contract  Fixed  Variable
10	. Is this claim based on a	<b>☑</b> No
	lease?	☐ Yes. Amount necessary to cure any default as of the date of the petition. \$
11	. Is this claim subject to a right of setoff?	✓ No  ☐ Yes. Identify the property:

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12. Is all or part of the claim	<b>☑</b> No							
entitled to priority under 11 U.S.C. § 507(a)?	☐ Yes. Chec	k one:					Amount entitled to priority	
A claim may be partly priority and partly		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).					\$	
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		3,350* of depo al, family, or ho	\$					
endiced to phonty.	☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier.  11 U.S.C. § 507(a)(4).							
	☐ Taxes	or penalties ow	ed to government	al units. 11 U.S.C.	§ 507(a)(8).		\$	
	☐ Contrib	outions to an en	nplovee benefit pla	an. 11 U.S.C. § 507	′(a)(5).		\$	
	_			§ 507(a)() that ap			\$	
						hogun on or off	er the date of adjustment.	
	Amounts	are subject to adj	ustment on 4/01/25	and every 3 years and	er that for cases	begun on or all	er the date of adjustment.	
D. (A) Oir D. D. (I								
Part 3: Sign Below								
The person completing this proof of claim must	Check the appr	opriate box:						
sign and date it.	☑ I am the creditor.							
FRBP 9011(b).	I am the creditor's attorney or authorized agent.							
If you file this claim electronically, FRBP	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.							
5005(a)(2) authorizes courts	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
to establish local rules specifying what a signature	Lunderstand that an authorized signature on this Dreaf of Olsins against a second descript that when a let 1.11.							
is.	I understand that an authorized signature on this <i>Proof of Claim</i> serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.							
A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5	I have examined the information in this <i>Proof of Claim</i> and have a reasonable belief that the information is true and correct.							
years, or both.	I declare under penalty of perjury that the foregoing is true and correct.							
18 U.S.C. §§ 152, 157, and 3571.	declare under penalty of perjury that the foregoing is true and correct.  10 / 06 / 2022							
	Executed on date    TO / OO / 2022							
			• 0	i				
			My John					
	Signature		<b>*</b>			-		
	Print the name	of the nerson	who is completi	ng and signing th	ie claim:			
	T THIC GIO HUMO	or the person	who is complete	ing and orgining an	is olumn.			
	Name	David		R.		Jones		
		First name		Middle name		Last name		
	Title						·	
	Company		oldings Limited					
		Identify the co	orporate servicer as t	the company if the au	thorized agent is	s a servicer.		
	A 1.1							
	Address	Number	Street					
		City			State	ZIP Code		
	Contact phone				Email	davidross	jones@aol.com	

PQPR-10

006733

**Proof of Claim** 

# PQPR Due from FSS - Proof of Claim 7/29/2022

Open Account	
Advance to FSS	\$ 121,920.27
Due to PQPR	\$ 23,808,367.00
PQPR Reimbursement Receivable	\$ (9,538,413.22)
Balance	\$ 14,391,874.05
Notes	
Note 1	\$ 29,538,183.63
Note 2	\$ 24,108,504.21
Total	\$ 53,646,687.84
Accrued Interest 8/20/21 to 11/10/21	
Note 1 Balance	\$ 29,538,183.63
Interest Rate	1.75%
Annual Interest	\$ 516,918.21
Daily	\$ 1,416.21
Days*	82
Accrued Interest	\$ 116,129.57
Total	\$ 68,154,691.46

PQPR-10 006734

UCC FINANCING STATEMENT

**FOLLOW INSTRUCTIONS** 

A. NAME & PHONE OF CONTACT AT FILER (optional) Acuity CxO LLC 5122929690 B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Acuity CxO LLC 219 Black Wolf Run Austin, TX 78738 USA

FILING NUMBER: 20-0058072731 FILING DATE: 11/18/2020 02:06 PM DOCUMENT NUMBER: 1008390830002

**FILED: Texas Secretary of State** 

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DFB	ΓΟR'S NAME - Provide only <u>one</u> Debtor name (1a o	. 1b) (use exact_full name; do not omit	modify or abbreviate a	ny part of the Debtor's name	): if any part of the Individual
Debtor'	s name will not fit in line 1b, leave all of item 1 blank,			5 30 mm	
UCC1A	1a. ORGANIZATION'S NAME	**************************************		***************************************	************************************
	Free Speech Systems LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL	NAME(S)/INITIAL(S)	SUFFIX
1c. MA	LING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
300	5 South Lamar Blvd, Suite	Austin	TX	78704	USA
D109	9-317	entropies.			
3	FOR'S NAME - Provide only <u>one</u> Debtor name (2a o	The second secon	5 5000		
Debtor'	s name will not fit in line 2b, leave all of item 2 blank, d)	check here and provide the Individ	ual Debtor information in	item 10 of the Financing St	atement Addendum (Form
00017	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL	NAME(S)/INITIAL(S)	SUFFIX
		A service to			
2c. MA	LING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. SEC	JRED PARTY'S NAME (or NAME of ASSIGNEE of A	ASSIGNOR SECURED PARTY) - Prov	ide only <u>one</u> Secured Pa	arty name (3a or 3b)	
	3a. ORGANIZATION'S NAME				
OR	PQPR Holdings Limited LLC				
OK	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL	NAME(S)/INITIAL(S)	SUFFIX
	Congress Avenue 19th Floor	CITY	STATE	POSTAL CODE	COUNTRY
I	Congress Avenue, 18th Floor  ATERAL: This financing statement covers the follow	Austin	TX	78701	USA
(1) all accour applica (wheth (wheth all othe intang) limited Extend Pill, Bo Force, trade r the pa (2) all sup and re forego	rixtures and personal property of every kind and the goods (including inventory and equipment table, electronic documents), instruments, proner tangible or electronic), letters of credit, letter or or not the letter of credit is evidenced by a re investment property, general intangibles (imbles), intellectual property, domain names, trato the nutritional supplement marks Living Clawise, Happease, Gut Fusion, Vasobeet, Ultudease, Icuren, Flora Life, Immune Wall, Polle Survival Shield, and Survival Shield X-2, and names, money, deposit accounts, and any other ment of money; and ross revenues, receivables and proceeds and pross revenues, receivables and proceeds and proting obligations related thereto, and all according obligations related thereto, and all according and any and all proceeds of any insurance ty payable to the Debtor from time to time with	nd nature, including all ), documents (including, if nissory notes, chattel paper er-of-credit rights writing), securities and cluding all payment demarks (including but not eanse, Honor Roll, imate Female Force, The Real Re n Block, Alpha Power, DNA the brand Infowars Life), er contract rights or rights to  I products of each of the er reating to the foregoing, essions to, substitutions s of, each of the er, indemnity, warranty or	d		
5. Check	only if applicable and check only one box: Collateral ish	eld in a Trust (see UCC1Ad, item 17 and Ins	tructions)  being admin	istered by a Decedent's Per	sonal Representative
6a. Check only if applicable and check only one box:  6b. Check only if applicable and check only one box.					
	lic-Finance Transaction   Manufactured-Home Tra			al Lien Non-UCC Filing	
	RNATIVE DESIGNATION (if applicable): Less ONAL FILER REFERENCE DATA:	ee/Lessor L Consignee/Consignor	Seller/Buyer LE	Bailee/Bailor Licensee/L	icensor

FILING OFFICE COPY

PQPR-10

**EXHIBIT** 

PQP06735

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS

In re:	)	Chapter 11 (Subchapter V)
FREE SPEECH SYSTEMS, LLC	)	Case No. 22-60043
Debtor.	)	

# SUBCHAPTER TRUSTEE'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING RETENTION OF M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE SUBCHAPTER V TRUSTEE

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

Melissa Haselden, ("<u>Trustee</u>") respectfully states the following in support of this motion (the "<u>Motion</u>"):

#### **Summary of Relief Requested**

1. The Trustee seeks entry of an order (the "Order"), authorizing the Trustee to retain and employ M3 Advisory Partners, LP ("M3") as her financial advisor effective as of October 20, 2022 in accordance to the terms and conditions of the engagement letter between the Trustee and M3, dated October 19, 2022, attached as **Exhibit B** (the "Engagement Letter"). In support of this Motion, the Trustee submits the declaration of Brian Griffith (the "Griffith Declaration"), a Managing Director of M3, attached as **Exhibit A**.

#### Jurisdiction and Venue

- 2. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Subchapter V Trustee confirms her consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), to the entry of a final order by the Court in connection with this Motion.
  - 3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
- 4. The bases for the relief requested herein are §§ 105 and 363 of the Bankruptcy Code, Bankruptcy Rule 2002(a)(2), and Rules 2002-1(a)(2) and 9013-1(i) of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

#### **APPLICATION**

- 5. The Trustee is the duly qualified and acting Subchapter V Trustee for the estate of the Free Speech Systems, LLC ("<u>Debtor</u>"). The Debtor initiated the bankruptcy case on July 29, 2022 (the "<u>Petition Date</u>") via the filing of a voluntary chapter 11 petition.
- 6. On September 20, 2022, the Court entered the *Order Expanding the Subchapter V*Trustee's Duties Pursuant to 11 U.S.C. § 1183(b)(2) of the Bankruptcy Code [Docket No. 183].
- 7. In recognition of the unique complexities involved in this matter, the Trustee seeks approval to retain M3 as her financial advisor. The Trustee identified the need for M3 as her advisor to assist with general matters related to the investigation mandated by the Court as well as the fulfillment of her duties in this unique case.
- 8. To accomplish these goals, the Trustee hereby files this Application pursuant to §§ 327(a), 328, and 704 of the Bankruptcy Code. The Trustee requests authority to retain M3, as counsel pursuant to the terms of the attached proposed engagement agreement (the "Engagement").

<u>Letter</u>"), attached as Exhibit B. The Trustee requests that the employment be effective as of October 20, 2022.

- 9. The Trustee selected M3 to render professional services to her in her role as subchapter V Trustee, which include, but are not limited to, the following responsibilities:
  - a) Assisting in the investigation required by the Court;
  - b) Assisting the Trustee in analyzing claims owned by the estate against third parties arising under chapter 5 of the Bankruptcy Code and other applicable law;
  - c) Supporting the Trustee in the bankruptcy case, any adversary proceedings,
     and other proceedings before the Bankruptcy Court, and in any other
     judicial or administrative proceeding;
  - d) Performing any other financial advisory services that may be appropriate in connection with the foregoing.
- 10. The Trustee selected M3 because its professionals have extensive experience in matters relating to the retail and other relevant industries, bankruptcy matters, investigations, and efforts to maximize value. This case presents unique issues. M3 has the expertise and capacity to address the needs of the estate. The Trustee believes that M3 can provide the estate with the required financial advisory expertise to allow the Trustee to administer the estate and discharge her fiduciary duties under the circumstances effectively and prudently. Because of the anticipated complexity investigating the matters ordered by the Court and facilitating development of a confirmable plan in this complicated case, the Trustee believes retention of M3 is necessary due to its array of expertise.

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#### **M3's Qualifications**

- 11. M3 is an independent corporate turnaround and advisory firm providing operational, strategic, and financial advice for clients. On a combined basis, M3's principals have worked on more than 200 restructurings throughout their careers, including on numerous retail industry engagements and other industries relevant to the business of the Debtor. *See In re Tailored Brands, Inc.*, 20-33900 (MI) (Bankr.S.D.TX. October 6, 2020) [Docket No. 799], *In re Neiman Marcus Group LTD LLC*, (DRJ) (Bankr.S.DTX. July 16, 2020) [Docket No. 1225], *In re Barneys New York, Inc.*, No. 19-36300 (CMG) (Bankr. S.D.N.Y. Sept. 20, 2019) [Docket No. 274], and *In re Sears Holdings Corp.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Nov. 19, 2018) [Docket No. 814].
- 12. Brian Griffith has more than 20 years of experience as a restructuring professional, and has developed an expertise in providing restructuring advisory and consulting services across a wide range of industries throughout his career. Brian Griffith will be responsible for the overall design and delivery of the services to be provided by M3 pursuant to this engagement as set forth in the Engagement Letter and the Motion. Brian Griffith's prior experience encompasses a broad range of restructuring related services including: (i) investigations; (ii) stabilizing business operations; (iii) negotiations with creditors, and (iv) improving and managing liquidity.

#### **Scope of Services**

- 13. Consistent with the terms of the Engagement Letter, M3 will, among other things, provide the following services to the Trustee:
  - (a) provide support to the Client in its evaluation of the expenditures of the Debtor;
  - (b) review transfers made by the Debtor; including payments, distributions or withdrawals to insiders;
    - (c) provide support to the Client in its evaluation of the PQPR claim;

- (d) assist the Client in its investigation of potential claims and causes of action ordered by the United States Bankruptcy Court for the Southern District of Texas (the "Court") on September 20, 2022;
- (e) provide support to the Client, as requested by it, in evaluating the business operations and financial prospects of the Debtor;
- (f) advise and assist the Client and its counsel with on-going assessment of the Debtor's financial performance and its ability to repay its outstanding obligations; and
- (g) provide such other services as M3 and the Client shall otherwise agree in writing.

#### **Professional Compensation**

- 14. M3 was not engaged prior to the bankruptcy filing. It is not owed any amounts with respect to prepetition fees and expenses. M3 intends to apply to the Court for allowance of compensation and reimbursement of expenses for advisory support services in accordance with the terms and conditions set forth in the Engagement Letter (the "Fee and Expense Structure") as well as the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and orders of the Court.
- 15. The Trustee negotiated a compensation agreement designed to fit the particular needs and possibilities of this case. M3 is sensitive to the equities and unusual circumstances of this case and therefore agreed to a reduction in compensation below its standard rates. M3's standard hourly rates as of October 2022, with a 30% discount, will apply. M3 agrees to not raise its rates with regards to the matters for which it is being retained without seeking further order of this Court.
- 16. The standard hourly rates charged by M3 professionals anticipated to be assigned to this case are as follows:

Title	Per Hour (USD)
Managing Partner	\$1,285
Senior Managing Directors	\$1,155
Managing Directors	\$970-1,100
Directors	\$790-\$895
Vice President	\$710
Senior Associate	\$605
Associate	\$520
Analyst	\$415

- 17. The compensation terms in the Engagement Letter are more favorable than M3's normal and customary compensation for comparable cases, both in- and out-of-court, involving the services to be provided. In addition, these terms are reasonable and at the low end of the range of fees typically charged by firms of similar caliber for comparable services.
- 18. In addition to the fees outlined above, M3 will bill for reasonable direct expenses incurred on the Trustee's behalf during its engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement, such as certain telephone, overnight mail, messenger, travel, meals, accommodations, and other expenses specifically related to the engagement.

### **No Duplication of Services**

19. M3 will use reasonable best efforts to ensure that the services provided will complement, and not duplicate, the activities of the Debtor's workforce or the services to be rendered by other professionals for the Trustee retained in this chapter 11 case.

#### M3's Disinterestedness

20. To the best of the Trustee's knowledge, and except to the extent disclosed herein and in the Griffith Declaration: M3 (a) has no connection with the Debtor, its creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee and (b) does not hold or represent any interest

adverse to the Debtor's estate. The Griffith Declaration shows that M3 is a "disinterested person" as that term is defined by section 101(14) of the Bankruptcy Code.

21. To the extent that any new relevant facts or relationships bearing on the connections described herein during the period of M3's retention are discovered or arise, M3 will use reasonable efforts to file promptly a supplemental declaration.

### **CONCLUSION**

- 22. Section 327(a) authorizes the retention of M3 as financial advisor for the Trustee to be compensated in accordance with § 328 as set forth herein and in the Engagement Agreement. The Trustee has not given any compensation or promised any compensation to M3, except as set forth in the Engagement Agreement. In addition, the Trustee has not sought or obtained leave to employ any other professional to represent the Trustee on the same matters as she proposes M3 represent her.
- 23. In reaching her decision, the Trustee has evaluated the estate's available resources, the complexity of the case, the investigation and associated risks. Under the circumstances, the Trustee believes that the terms of the proposed compensation arrangement are both reasonable and prudent and provide her the necessary assistance for the case.

WHEREFORE, the Trustee respectfully requests that an order be entered (a) approving this Application and authorizing the Trustee to employ and retain M3 to represent the Trustee as her financial advisor consistent with the terms set forth herein and in the Engagement Agreement; and (b) granting the Trustee any other relief that is just and proper.

Dated: November 19, 2022

#### /s/ Elizabeth C. Freeman

#### JACKSON WALKER LLP

Elizabeth C. Freeman (TX Bar No. 24009222) Sean Gallagher (TX Bar No. 24101781) 1401 McKinney Street, Suite 1900 Houston, TX 77010

Telephone: (713) 752-4200 Facsimile: (713) 752-4221 Email: efreeman@jw.com Email: sgallagher@jw.com

Counsel to for Melissa Haselden Subchapter VTrustee

## **CERTIFICATE OF SERVICE**

I hereby certify that on November 19, 2022, a copy of the foregoing was served via the Court's ECF system upon all parties receiving notice through same.

/s/ Elizabeth C. Freeman
Elizabeth C. Freeman

## **EXHIBIT A**

# IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS

#### HOUSTON DIVISION

In re:	) Chapter 11
FREE SPEECH SYSTEMS LLC,	) Case No. 22-60043
Debtor.	)

## DECLARATION OF BRIAN GRIFFITH IN SUPPORT OF THE APPLICATION TO RETAIN JACKSON WALKER LLP AS COUNSEL FOR THE SUBCHAPTER V TRUSTEE

The undersigned proposed attorney for the above-captioned debtor and debtor-inpossession submits this verified statement of disinterestedness pursuant to Bankruptcy Rule 2014(a).

- 1. My name is Brian Griffith. I am over the age of 18 years, I am competent to make this declaration, and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct.
- 2. I am a Managing Director at M3 Advisory Partners, LP ("M3"). M3 maintains its offices at 1700 Broadway, 19<sup>th</sup> Floor, New York, NY, 10019. M3's main telephone number is 212-202-2200.
- 3. In conjunction with the Trustee's retention of M3, I directed a search of M3's conflict system for each of the Debtor, the Debtor's creditors, affiliates, and insiders, and the principal of the Debtor (the "<u>Potential Parties in Interest</u>").
- 4. M-III may represent other affiliates whose identities and affiliation did not show up on the conflicts system. It is possible that there are creditors whom the Debtor did not identify in their records that are clients of M3. The following summarizes the findings gleaned from my

review of the information available on the M3's conflicts system divided into current clients of M3 that are also creditors of the Debtor, former clients, and affiliates of current clients of M3 that are also creditors of the Debtor, and my and M3's connections with the Debtor and its current and former officers, directors, and professionals.

#### A. M3's Relationship to the Debtor

1. M3 is not a creditor of the Debtor (including by reason of unpaid fees for prepetition services) or an equity security holder of the Debtor; is not and has not been, within two (2) years before the date of the filing of the petition, a director, officer or an employee of the Debtor; and does not have any interest materially adverse to the interests of the Debtor's estate, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

#### B. M3's Relationship to the Trustee

6. M3 and the Trustee entered into the engagement on October 19, 2022. M3 has had no other representation of or relationship with the Trustee.

#### C. No Clients of M3 are Creditors of the Debtor

7. No creditors of the Debtor are or have been clients of M-III.

#### D. M3's Connections with the Trustee's Professionals

- 8. M3 has been employed in matters in which Jackson Walker LLP is employed by the Debtor. More often than not, M3 has been retained by an official committee of unsecured creditors appointed in the case or a creditor in those cases in which Jackson Walker LLP represents or represented the Debtor. M-III is not currently employed in any matter by the same estate or party in which Jackson Walker LLP is employed.
- 9. Except as set forth herein, neither I nor M3 have had any connection with the Debtor, insiders or affiliates of the Debtor, the Debtor's creditors, the Trustee, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any other person

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employed in the Office of the United States Trustee, and are disinterested persons within the

meaning of 11 U.S.C. § 101(14), to the best of my knowledge.

E. <u>Statement Regarding United States Trustee Guidelines</u>

10. M3 shall apply for compensation for professional services rendered and

reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance

with sections 330 and 331 of the Bankruptcy Code, and applicable provisions of the Bankruptcy

Rules, Bankruptcy Local Rules, and any other applicable procedures and orders of the Court. M3

also intends to make a reasonable effort to comply with the United States Trustee's requests for

information and additional disclosures as set forth in the Guidelines for Reviewing Applications

for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in

Larger Chapter 11 Cases Effective as of November 1, 2013 (the "U.S. Trustee Fee Guidelines"),

both in connection with this Application as well as any interim and final fee applications that may

be filed by M3 in connection with this case.

11. M3 will periodically review both the changes in identifiable parties in interest of

the Debtor and clients of M3 as such information becomes available or relevant, and will update

this disclosure as appropriate.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing

is true and correct.

Executed November 18, 2022

<u>/s/ Brian Griffith</u>

Brian Griffith

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## Exhibit B



October 19, 2022

Melissa Haselden Sub Chapter V Trustee Free Speech System LLC Haselden Farrow PLLC Pennzoil Place 700 Milam, Suite 1300 Houston, TX 77002

Attention: Retention of Financial Advisor

## **Engagement Letter**

Dear Ms. Haselden:

This letter agreement (this "Agreement") sets forth the terms and conditions of the engagement (the "Engagement") of M3 Advisory Partners, LP ("M3") to provide the Services (as defined below) to you as the subchapter V trustee (the "Client") for Free Speech Systems, LLC (the "Debtor"). M3 and the Client are collectively referred to in this Agreement as the "Parties."

- 1. <u>Services</u>: The Client hereby retains M3 to provide, and M3 hereby agrees to provide, the following services (the "*Services*") upon the terms and subject to the conditions set forth in this Agreement:
  - (a) provide support to the Client in its evaluation of the expenditures of the Debtor;
  - (b) review transfers made by the Debtor; including payments, distributions or withdrawals to insiders;
    - (c) provide support to the Client in its evaluation of the PQPR claim;
  - (d) assist the Client in its investigation of potential claims and causes of action ordered by the United States Bankruptcy Court for the Southern District of Texas (the "Court") on September 20, 2022;
  - (e) provide support to the Client, as requested by it, in evaluating the business operations and financial prospects of the Debtor;
  - (f) advise and assist the Client and its counsel with on-going assessment of the Debtor's financial performance and its ability to repay its outstanding obligations; and
  - (g) provide such other services as M3 and the Client shall otherwise agree in writing.

- 2. <u>Engagement Term</u>. The Engagement shall commence on the date of acceptance of this Agreement and may be terminated by either Party at any time upon ten business days' written notice. Following any such termination, neither Party shall have further liability to the other, except with respect to fees and expenses earned and incurred through the date of termination and any provisions of this Agreement which are expressly stated to survive its termination or expiration.
- 3. <u>Staffing</u>. M3 will staff a team that it believes to be appropriate to provide the Services in accordance with the terms of this Agreement. The individual members of the team are subject to change by M3 from time to time in its sole discretion. M3 also may provide Services through independent contractors and, unless the context shall otherwise indicate, references in this Agreement to M3 and its employees or staff shall be deemed to include any such independent contractors and their respective employees.
- 4. <u>Compensation for Services</u>. (a) M3's compensation for services rendered under this Agreement shall be paid by the Debtor by wire transfer of immediately available funds in accordance with instructions provided from time to time by M3 to the Client and will consist of the following:
  - (i) <u>Service Fees</u>: As compensation for providing the Services hereunder, M3 shall be entitled to non-refundable professional fees based on the actual hours incurred by M3 personnel on matters pertinent to the Engagement (the "*Service Fees*"). The Service Fees shall be based upon M3's standard hourly rates as follows:

Professional	Standard Rate
Managing Partner	\$1,285
Senior Managing Director	\$1,155
Managing Director	\$970 - \$1,100
Director	\$790 - \$895
Vice President	\$710
Senior Associate	\$605
Associate	\$520
Analyst	\$415

In an effort to be sensitive to the equities of this case and in recognition of the Trustee's efforts to negotiate a compensation agreement designed to fit the particular needs and possibilities of this case, M3 is willing to provide a 30% discount to the standard rates shown above. M3 shall deliver to the Client an invoice for the Service Fees (as reduced by such discount) on a monthly basis and the Debtor shall pay to M3 the amount invoiced for the relevant period in accordance with the provisions of Section 4(b) below. From time to time in the normal course of business M-3 may adjust its billing rates upon notice to the Client and subject to approval of the Court.



- (ii) Expenses: In addition to any compensation for providing the Services, the Debtor shall reimburse M3 for all reasonable and documented out-of-pocket expenses incurred in the performance of the Services (including, without limitation, reasonable travel costs). Any request for reimbursement of an out-of-pocket expense in excess of \$100 shall be accompanied by reasonable back-up for each expense and as otherwise required by applicable law.
- (b) All amounts owing hereunder shall, subject to approval of the Court, be due and payable by wire transfer of immediately available funds in accordance with instructions from time to time provided by M3 within 15 days following receipt of the invoice therefor, except that the Deferred Fees shall be payable from available funds without any requirement of further invoice promptly upon approval of the Court following the successful conclusion of the Debtor's bankruptcy proceeding. In the event that M3 does not receive payment of amounts payable hereunder within 15 days following receipt of such invoice, M3 shall have the right (subject to approval of the Court) to suspend further Services until payment is received on past due invoices and/or the Retainer is restored. In the event that M3 so suspends the Services, M3 shall not be responsible or liable for any resulting loss, damage or expense due to such suspension.
- (c) Unless expressly stated otherwise in the relevant invoice, none of the amounts invoiced by M3 from time to time with respect to the Engagement shall be contingent upon, or in any way tied to the delivery of, any reports or other work product in the future, nor upon the outcome of any case or matters. All fees payable to M3 are exclusive of taxes or similar charges, which shall be the sole obligation of the Debtor (other than any taxes which may be payable on account of M3's income generally, which shall be the obligation of M3).
- (d) The provisions of this Section shall survive the termination or expiration of this Agreement.
- 5. Cooperation from Client. In order to properly perform the Services and fulfill its responsibilities on a timely basis, M3 will rely on the timely cooperation of the Client and, where applicable, the Debtor and their respective professional advisors, including, without limitation, making available to M3 relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying M3 of any issues or concerns that the Client may have relating to the Services. The Client understands and acknowledges that M3's proper delivery of the Services is dependent upon timely decisions and approvals by the Client and access to all relevant materials. M3 shall have no responsibility or liability for any delays, additional costs or other deficiencies caused by the Client failing to properly fulfill its responsibilities under this Agreement.
- 6. <u>Deliverables</u>. (a) In connection with the Engagement, M3 may furnish the Client with information, advice, reports, analyses, presentations or other materials (the "*Deliverables*"). The Deliverables may contain factual data, the interpretation of which may change over the project term as more information or better understanding becomes available. The Client acknowledges



that M3 will have no obligation to update the Deliverables as part of the Services in the event of such a change.

- (b) Any materials prepared by M3 are solely for the confidential use of the Client and will not be distributed, reproduced, summarized, referred to, disclosed publicly or given to any other person without the prior written consent of M3, *provided* that such permission shall not be required if the materials are required to be disclosed by applicable law or by order or act of any court or governmental or regulatory authority or body.
- (c) The provisions of this Section shall survive the termination or expiration of this Agreement.
- 7. <u>Limitations on Services</u>. (a) The Services are limited to those specifically noted in this Agreement.
- (b) M3 does not provide accounting or tax-related assistance and no Deliverable or other information or advice provided to the Client shall be deemed to be accounting or tax-related assistance. The Client shall be solely responsible for determining the accounting and tax-related implications of the Deliverables and other information and advice provided to it by M3. M3 shall not express any professional opinions on financial statements or perform attest procedures with respect to other information in conjunction with the Engagement. The Services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities or illegal acts. M3 shall assume the accuracy and completeness of all information submitted by or on behalf of the Client to M3 for analysis and which will form the basis of M3's conclusions, without any obligation of M3 to verify the accuracy or completeness of such information, and M3 shall not be responsible for any analysis, advice or other Services to the extent based on inaccurate or incomplete information provided or accepted by or on behalf of the Client.
- (c) The Services shall not include preparing, auditing or otherwise attesting in any way (including without limitation, with respect to the accuracy, achievability, reliability, relevance, usefulness or other appropriateness) to the Client's financial projections, and the Client has not engaged M3 for that purpose. The Services are provided based upon the understanding that the Client has sole responsibility for its financial projections (including preparation thereof), developing underlying assumptions and providing any disclosure related thereto. To the extent that, during the performance of Services hereunder, M3 is required to consider the Client's financial projections, the Client understands that M3's procedures with respect to such projections do not constitute an examination in accordance with procedures established by the American Institute of Certified Public Accountants and do not and are not intended to provide any assurance on any aspect of such projections, including, without limitation, the reasonableness of the assumptions underlying such projections, nor do they provide assurance that M3 might not become aware of significant matters affecting the reasonableness of the projections that might be disclosed by more extensive procedures. There will usually be differences between projected and actual



results, and those differences may be material. The Client understands and agrees that M3 will have no responsibility or liability relating to any such differences.

- (d) M3 does not provide investment advice and the Services shall not include the provision of investment advice. The Client shall have sole responsibility for all investment decisions made by it. Similarly, M3 is providing advisory and consulting services only and will not make management decisions for the Client. Although M3 may from time to time suggest or recommend options that may be available to the Client, the ultimate decision with respect to such options rests with the Client and the Client shall be solely responsible for such decision and its outcome. M3 makes no representation, promise or guarantee with respect to the outcome of any matter affecting the Client.
- (e) To the extent that the performance of the Services requires that M3 form conclusions or reach opinions, M3 shall do so without regard to or consideration of the impact that such conclusions or opinions may have on the initiation or outcome of any litigation to which the Client is or may become a party.
- (f) The Client shall be solely responsible for the work and fees of any third parties engaged by the Client to provide services in connection with the Engagement, regardless of whether such third party was recommended to the Client by M3 or M3 is involved with the services provided by it. M3 shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters.
- (g) The provisions of this Section shall survive the termination or expiration of this Agreement.
- 8. Confidentiality. (a) Each Party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other Party in the scope of the Engagement (the "Confidential Information"), and neither Party will disclose any Confidential Information of the other Party to any other person or entity. For the avoidance of doubt, the term "Confidential Information" shall include (i) the terms of this Agreement, (ii) all non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, and models and (iii) any work product relating to the business of either Party, its subsidiaries, affiliates, vendors, customers, employees, contractors and consultants. distributors, Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (a) is or becomes publicly available other than as a result of disclosure by the receiving Party in violation of this Agreement, (b) was already known to the receiving Party or (c) was independently acquired or developed by the receiving Party from a source not known by it to be bound by a confidentiality requirement with respect to such information. In performing the Services, M3 will use and rely primarily on the Confidential Information and on information available from public sources without having independently verified any of such information.



- (b) The foregoing is not intended to prohibit, nor shall it be construed as prohibiting, M3 from making such disclosures of Confidential Information that M3 reasonably believes are required by law or any regulatory requirement or authority, or to clear client conflicts. M3 also may disclose Confidential Information to its partners, directors, officers, employees, independent contractors, agents and advisors who have a need to know the Confidential Information for the proper performance of the Services or otherwise in connection with the Engagement. M3 may make reasonable disclosures of Confidential Information to third parties to the extent that M3 reasonably believes that such disclosure is consistent with its performance of the Services. In addition, M3 will have the right to disclose to any person that it provided services to the Client or its affiliates and a general description of such services, but such disclosure shall not provide any other Confidential Information about M3's involvement with the Client.
- (c) The provisions of this Section shall survive for a period of two years following the termination or expiration of this Agreement and shall supersede any separate confidentiality or analogous agreement between M3 and the Client.
- 9. <u>Intellectual Property</u>. Upon payment in full of all amounts owing to M3 hereunder (but subject to the provisions of Section 7 and 8 of this Agreement), the Client will own all Deliverables furnished by M3 to the Client in connection with the Services, provided that M3 will retain ownership of (a) all concepts, analyses, know-how, tools, frameworks, models and industry perspectives used and/or developed by M3 in connection with the Services and (b) all other intellectual property not containing Confidential Information which has been developed by M3 outside of the provision of the Services (the "M3 Tools"), it being understood that M3 will have no ownership right to, and will maintain in accordance with the provisions of this Agreement the confidentiality of, any Confidential Information contained in the M3 Tools. To the extent that the Deliverables include any M3 Tools, M3 hereby grants the Client a non-exclusive, non-transferable, non-sublicensable worldwide, royalty-free license to use and copy the M3 Tools solely as part of the Deliverables and subject to the confidentiality provisions contained in this Agreement. The Client acknowledges and agrees that the M3 Tools are provided to the Client on an "as is" basis and without any warranty or condition of any kind (whether express, implied or otherwise), and including without limitation any implied warranty of merchantability or fitness for a particular purpose. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 10. <u>Limitation on Damages</u>. In no event shall M3 or any of its affiliates, equity holders, partners, directors, employees, agents, representatives and contractors, including past, present or future partners, principals and personnel of each (collectively hereinafter called the "M3 Representatives") be liable to the Client or its affiliates, successors, or any person claiming on behalf of or in the right of the Client (including the Client's owners, parents, affiliates, directors, officers, employees, agents, security holders, or creditors) for (i) any amount which, when taken together with all losses for which M3 and the M3 Representatives are liable in connection with this Agreement or the Engagement, would exceed the amount of fees for the Services actually received by M3 from the Client in connection with the Engagement during the immediately preceding 12 months or (ii) any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) (collectively, the "Liability Cap"). This



paragraph shall apply regardless of the nature of any claim(s) (including claims based on contract, statute, negligence, tort, strict liability or otherwise), regardless of any failure of the essential purpose of any remedy and whether or not M3 or any M3 Representative was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined by final and non-appealable judgment of a court of competent jurisdiction to be prohibited by applicable law. For the avoidance of doubt, the Parties hereby irrevocably agree that the Liability Cap is intended to be the total limit of liability for M3 and all other M3 Representatives in the aggregate for any and all claims or demands by anyone in connection with this Agreement, the Services and the Engagement, including without limitation any liability to the Client and to any others making claims relating to the Services and the Engagement. Any such claimants shall allocate among themselves any amounts payable by M3, but the failure of the claimants to reach such an agreement shall not affect the enforceability of the Liability Cap. Under no circumstances shall the collective liability of M3 and the other M3 Representatives in connection with this Agreement exceed the Liability Cap. The provisions of this Section shall survive the termination or expiration of this Agreement.

- 11. Client Acknowledgement. The Client hereby acknowledges and agrees that M3 may, in the ordinary course of its business, serve clients who are competitive with, or have conflicting interests with, the Client. Consistent with its confidentiality obligations hereunder and its confidentiality obligations to its other clients, M3 will not advise or consult to the Client with respect to any aspect of M3's engagement or potential engagement with any other client, potential client or former client. Similarly, M3 will not advise or consult to any other client, potential client or former client with respect to any aspect of the Engagement. M3 will maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement and, similarly, will not share confidential information of any client, potential client or former client of M3 with the Client. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 12. <u>Miscellaneous</u>. (a) This Agreement (i) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any other communications, understandings or agreements (both written and oral) among the parties with respect to the subject matter hereof, and (ii) may be modified, amended or supplemented only by prior written agreement of each of the Parties.
- (b) The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; *provided* that, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.



- (c) M3's services hereunder are personal in nature and may not be assigned without the written consent of the Client. The obligations of M3 hereunder are owing only to the Client and there shall be no third-party beneficiaries of the obligations of M3 hereunder.
- (d) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.
- (e) This Agreement and all controversies arising from or related to performance hereunder shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be executed and performed within such state. The Parties hereby submit to the exclusive jurisdiction of and venue in the federal and state courts located in the State of New York and waive any right to trial by jury in connection with any dispute related to this Agreement; provided that the exclusive jurisdiction and venue shall be the Court for so long as it maintains jurisdiction over the Debtor's bankruptcy proceeding. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

[Remainder of Page Intentionally Left Blank]



This Agreement shall be binding upon the Parties and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this Agreement, whereupon it shall become binding and enforceable in accordance with its terms.

Very truly yours,

M3 ADVISORY PARTNERS, LP

Name: Mohsin Y. Meghji

Title: Managing Member

ACCEPTED AND AGREED as of the date first set forth above:

Melissa Haselden, in her capacity as subchapter V trustee

By: /s/ Melissa Haselden

Name: Melissa Haselden Title: Subchapter V Trustee



## IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

) Chapter 11 (Subchapter V)
) Case No. 22-60043
)

## ORDER GRANTING SUBCHAPTER TRUSTEE'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING RETENTION OF M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE SUBCHAPTER V TRUSTEE

CAME ON FOR CONSIDERATION the Motion of the Subchapter V Trustee for Entry of an Order Authorizing Retention of M3 Advisory Partners, LP as Financial Advisor ("Motion"). The Court, having considered same, and any response(s) thereto, and found that notice of the Motion was proper is of the opinion that the Motion should be GRANTED; it is therefore ORDERED

- 1. The Trustee is authorized to employ and retain M3 Advisory Partners, LP as Financial Advisors effective as of the October 20, 2022 on the terms set forth in the Motion and Engagement Letter.
- 2. M3 shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this chapter 11 case\ in compliance with §§ 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016, applicable provisions of the Bankruptcy Local Rules, and any other applicable orders of the Court.
- 3. M3 is entitled to reimbursement of actual and necessary expenses related to the Motion.

- 4. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.
- 5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.
- 6. The Trustee is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.
- 7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated:	
	CHRISTOPHER M. LOPEZ
	LINITED STATES RANKRIPTCY HIDGE

Sub V Trustee's Mtn to Retain

			Ballo	CHREENT 4 WEEK BIIDGET	DGET	
Week Number	12/24/2022- 12/30/2022 22	12/31/2022- 1/06/2023 1	1/07/2023- 1/13/2023 2	1/14/2023- 1/20/2023 3	Total	NOTES
Income Product Sales (Net of 6.0% Merchant Fee) Product Sales Revenue Platinum / PQPR Commission Donations Total Income	\$ 200,000.00 \$ 115,000.00 85,000.00 7,500.00 407,500.00	\$ 225,000,00 \$ 145,000,00 85,000,00 7,500,00	\$ 265,000.00 155,000.00 85,000.00 7,500.00 7,500.00 512,500.00	\$ 285,000.00 175,000.00 85,000.00 7,500.00 552,500.00	\$ 975,000.00 590,000.00 340,000.00 30,000.00 1,935,000.00	Net of 6.0% CC Merchant fees. Includes Shipping Fees and Sales Tax but excludes any PQPR related sales. Fulfilment Vendor Product Sales. Net of 80% payment to inventory owner.
Sellina & Product Costs Ilmentory Cost Ilmentory Cost Ilmentory Cost Ilmentory Purchase Point of Sale Product Cost Fulfilment Services Commerce Store Mainenance Toxas Sales Tax (20% of Sales @ 6.25%) Total Cost of Goods Sold	(50,000,00) (50,000,00) (28,750,00) (40,000,00) (2500,00)	(117,000.00) (250,000.00) (56,000.00) (36,250.00) (45,000.00) (2,812.50) (501,062.50)	(117,000,00) (250,000,00) (38,750,00) (49,025,00) (12,500,00) (33,12,50) (470,587,50)	(43,750,00) (52,725,00) (3,562,50) (100,037,50)	(351,000.00) (500,000.00) (100,000.00) (147,500.00) (12,500.00) (12,500.00) (12,187.50) (1,309,337.50)	Nutriscience Inventory Hi-Tec Inventory purchase per payment plan agreement Per Zanteim cash colleges order ECF 98 Actifinent Vendor product costs Assumes we do not franction to 3rd Party Fulfilment Vendor before 1224/22 Final ECDN Audit bilis
Operating Expenses Advertising & Promotion Friff Media Radio Show Advertising Total Advertising & Promotion	(14,760.00)		(3,000.00)		(3,000.00) (14,760.00) (17,760.00)	
Computer/IT/IP Expense Internet & IV Services Server Hesting / Cloud Service / Ecomm Satelite Service Integer Internet Service Image License, Software & Other Total Computer/IT/IP Expense	(2,500.00) (90,000.00) (140,000.00) (18,500.00)		(1,750.00) (15,000.00) (2,000.00) (10,000.00) (28,750.00)		(4.250.00) (105,000.00) (140,000.00) (20,500.00) (10,000.00)	
Office & Administrative Expense Bank Fees & Service Charges Insurance Renature Charges Insurance Charges Insurance Charges Insurance Charges Manitorial Chiffee Security Repair & Manitoriance Charges PrintingCopy Business Manis Total Office & Administrative Expense Total Office & Administrative Expense	(200.00) (9,000.0) (2,000.0) (2,000.0) (400.00) (11,600.00)	(200.00) (34.858.32) (3.100.00) (3.000.00) (4.000.00) (1.000.00) (400.00)	(200.00) (6,000.00) (2,000.00) (4,000.00) (4,000.00) (4,000.00)	(200.00) (5,000.00) (4,000.00) (2,500.00) (1,000.00) (400.00)	(800.00) (5,000.00) (34,888.32) (9,100.00) (2,000.00) (2,500.00) (1,600.00) (1,600.00)	Liability and property, we don't have current Workers Comp policy Induces Konica Minolta copier lease
Personnel Expenses Salantes & Wages & Benefits Payoril Tax Contract Employees Contract Employees Alex Jones Salary Total Personnel Expenses	(110,000,00) (10,400,00) (49,450,00) (2,400,00) (20,000,00)	(4,450.00) (1,500.00) (5,950.00)	(110,000.00) (10,400.00) (4,450.00) (2,000.00) (20,000.00)	0.09 (4.450.00) (1,500.00)	(220,000.00) (20,799.91) (62,800.00) (7,400.00) (40,000.00)	HR and Bookeeping Fees
Travel Mileage/Parking/Toils Vehicle Lesses Total Travel Expenses Total Operating Expenses	(500.00) - (500.00) (470,110.00)	(100.00)	(100.00)	(100.00) (550.00) (650.00) (19,699.91)	(800.00) (550.00) (1,350.00) (738,718.23)	
Non-Operating Expenses Payment to PQPR Total Other Expenses	(5,000.00)	(5,000.00)	(5,000.00)	(5,000.00)	(20,000.00)	Weekly adequate protection payment
Professional Fees ROA'D Fees Trustee Fees Trustee Coursel Legal Fees - Reynal Ray Battaglia Total Professional Fees	(15,000,00) (15,000,00) (15,000,00) - (30,000,00) (335,860,00)	(50,000.00) - (21,630.00) (101,630.00) (1107,800.82)	(15,000.00) (15,000.00) (15,000.00) (30,000.00)	427,762.59	(50,000.00) (30,000.00) (30,000.00) (21,630.00) (161,630.00) (161,630.00)	
Ending Cash	164,140.00	(33,660.82)	(223,048.32)	204,714.27		